

Conditional Sales Agreement

WITNESSETH THIS AGREEMENT dated **June** ____, **2014**, by and between **THE STATE OF INDIANA** acting through the Indiana Department of Administration, ("Seller") and _____, ("Buyer").

In consideration of this Agreement, Seller and Buyer agree as follows:

1. Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the following property (collectively, "Property"):

- 1.1 Property. The property commonly known as **~118-390 W Beck's Mill Road, Salem, Washington County, Indiana**, described on the attached **Exhibit A** ("Land") together with all buildings, improvements and fixtures constructed or located on the Land ("Buildings") and all easements of record and rights benefiting or appurtenant to the Land (collectively the "Property"), subject to all existing legal rights-of-way, easements, conditions and restrictions of record.
- 1.2 Access. The subject parcel currently has limited public access or right of entry. The buyer will be responsible for gaining legal access to the property. Ingress/Egress permits may be submitted to the Department of Transportation and approved or denied at the agencies sole discretion. No assurance of such a permit is expressed or implied.
- 1.3 Personal Property. No personal property is being sold or conveyed as a part of this Purchase Agreement.

2. Purchase Price, Buyer's Premium, and Manner of Payment. The total purchase price ("Purchase Price") to be paid for the Property shall be ____ Dollars (\$____). The Purchase Price shall be payable as follows:

- 2.1 In conjunction with execution of this Agreement (the "Execution Date"), Buyer shall submit _____ Dollars (\$____) to Seller as earnest money ("Earnest Money"). In the event this Agreement is not accepted by Seller, the Earnest Money shall be promptly returned to Buyer. Upon acceptance of this Offer by Seller, such Earnest Money shall secure the Buyer's performance of this Agreement and in the event of a default by Buyer in the performance of its obligations herein specified, Seller shall have the right to terminate this Agreement and the Earnest Money shall be paid to Seller as liquidated damages as Seller's sole remedy at law or in equity; and
- 2.2 The balance of the Purchase Price, subject to adjustments as set forth herein, shall be payable in certified funds or by electronic transfer of funds on the "Closing Date" (as hereinafter defined).
- 2.3 In addition to the Purchase Price, Buyer shall, at Closing as hereinafter defined, pay Seller's representative a 10% Buyer's premium pursuant to the terms of a separate addendum to this Agreement.

3. Contingencies and Inspection Period. The obligation of the Seller is contingent upon approval of the transaction contemplated by this Agreement as required by **IC 4-13-2-14.1, IC 4-13-2-14.2 and IC 4-20.5-7**.

4. Closing. In the event that Seller has accepted this Agreement and the parties proceed to closing, the closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur within thirty (30) days following State approval as set forth above (the "Closing Date"), **such final closing is subject to and conditional upon approval by the Office of the Governor and the Indiana Attorney General**, unless extended by mutual agreement of the parties. The Closing shall take place at a time, place, and on a date agreeable by Seller and Buyer. The Buyer will be responsible for title fees, escrow fees, and costs charged by the company with whom the earnest money is deposited as outlined in Section 5.1.

4.1 Seller's Closing Documents. On the Closing Date, Seller shall have executed and delivered or caused to be delivered to Buyer the following (collectively, "Seller's Closing Documents"), all in form and content reasonably satisfactory to Buyer:

4.1.1 Deed. A Quitclaim Deed conveying the Property to Buyer, **an exemplar of such Quitclaim Deed is attached hereto as Exhibit B**.

4.1.2 Documents. Copies of all contracts, permits and warranties affecting the Property that will survive the Closing, if any.

4.1.3 Sales Disclosure Form. An Indiana sales disclosure form.

4.1.4 Other Documents. All other documents reasonably determined by Buyer to be necessary to transfer title to the Property to Buyer free and clear except Permitted Exceptions to Title.

4.2 Buyer's Closing Documents. On the Closing Date, Buyer will execute and deliver to Seller the following (collectively, "Buyer's Closing Documents"):

4.2.1 Purchase Price. Funds representing the Purchase Price, by electronic transfer of immediately available funds.

4.2.2 Assumption of Contracts, Permits, Warranties and Miscellaneous Documents. An Assumption of Contracts, Permits and Warranties, if any, assuming Seller's obligations under such documents.

4.2.3 Sales Disclosure Form. An Indiana sales disclosure form.

4.2.4 Other Documents. All other documents reasonably determined by Seller or Title Company to be necessary to complete the transaction contemplated by this Agreement.

5. Allocation of Costs. Seller and Buyer agree to the following allocation of costs regarding this Agreement:

5.1 Title Insurance and Closing Fee. Buyer shall be solely responsible for the payment of all premiums and fees associated with title insurance, including any and all closing fees or recording charges. Buyer shall be responsible for payment, at or before Closing, of search fees charged by the title company from whom Seller obtained a preliminary title review and commitment. Unless waived by the title company, said closing fees shall be payable by Buyer whether or not Buyer obtains a policy of title insurance.

5.2 Taxes and Assessments. The Property being conveyed is owned by the State of Indiana and is exempt from all real property taxes. The Seller shall assume no responsibility or liability for any real property taxes or other assessments from which it is statutorily exempt. Buyer shall be solely responsible for, and indemnify Seller against, any and all real property taxes assessed with respect to the Real Property on or after Closing.

- 5.3 Utilities. Seller shall either ensure that utility service to the Property is disconnected as of the Closing Date or shall cooperate with Buyer in having such utility services transferred to Seller's account. All contracts relating to operating the Property shall be canceled as of the Closing Date.
- 5.4 Attorney's Fees. Each of the parties will pay its own attorney's fees.
6. Evidence of Title. In the event that Buyer does not order and receive a commitment for title insurance, Seller shall, at its expense, within ten (10) days after written request from Buyer, furnish to Buyer a copy of the documents by which the State obtained or otherwise holds title or a letter from the State Land Office describing the documents by which the State obtained and otherwise holds title. Seller will cooperate with the Buyer or its title company in clarifying or resolving any perceived deficiencies or clouds in the title, but shall not be required to incur any expense beyond commitment of the time of the State Land Office. If such issues cannot be resolved to Buyer's satisfaction, Buyer may terminate this Agreement, and the Earnest Money, if any, shall be returned.
7. Maintenance of the Real Property Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the Closing Date, Seller shall maintain the Property and improvements in a reasonably prudent manner. Seller shall execute no contracts, leases or other agreements regarding the Property between the date hereof and the Date of Closing that are not terminable on or before the Closing Date, without the prior written consent of Buyer, which consent may be withheld by Buyer at its sole discretion.
8. Representations and Warranties by Seller. Seller represents and warrants to Buyer as follows:
- 8.1 Existence; Authority. Seller has the requisite power and authority to enter into and perform this Agreement and to execute and deliver Seller's Closing Documents; such documents have been duly authorized by all necessary action.
- 8.2 Contracts. Seller has made available to Buyer a correct and complete copy of any Contract and its amendments which will survive a closing hereunder, if any.
- 8.3 Operations. Seller has received no written notice of actual or threatened cancellation or suspension of any utility services for any portion of the Property. Seller has received no written notice of actual or threatened special assessments or reassessments of the Property.
- 8.4 Litigation. To Seller's knowledge, there is no litigation or proceeding pending or threatened against or relating to the Property, nor does Seller know of or have reasonable grounds to know of any basis for any such action or claim.
- 8.5 Physical Condition. Seller makes no representation or warranty concerning the physical condition of the Property and puts Buyer to the obligation to satisfy itself pursuant to the contingency contained in Section 3 above.
9. Casualty; Condemnation. If all or any part of the Property is materially damaged by fire, casualty, the elements or any other cause, Seller shall immediately give notice to Buyer, and Buyer shall have the right to terminate this Agreement and receive back all Earnest Money by giving notice within thirty (30) days after Seller's notice. If eminent domain proceedings are threatened or commenced against all or any part of the Property, Seller shall immediately give notice to Buyer, and Buyer shall have the right to terminate this Agreement and receive back all Earnest Money by giving notice within thirty (30) days after Seller's notice. Termination of this Agreement and return of all Earnest Money are Seller's sole remedies

10. Notices. Any notice required or permitted hereunder shall be given by personal delivery upon an authorized representative of a party hereto; or if mailed by United States certified mail, return receipt requested, postage prepaid; or if transmitted by facsimile copy followed by mailed notice; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller: Commissioner
Indiana Department of Administration
402 W. Washington St., W479
Indianapolis, IN 46204

With Copy to: Attorney General
Office of the Indiana Attorney General
302 W. Washington St.
Indianapolis, IN 46204

If to Buyer:

With a Copy to:

Notices shall be deemed effective on the date of receipt. Any party may change its address for the service of notice by giving notice of such change ten (10) days prior to the effective date of such change.

11. Miscellaneous. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement, and no waiver of any of its terms will be effective unless in a writing executed by the parties. This Agreement binds and benefits the parties and their successors and assigns. This Agreement has been made under the laws of the State of Indiana, and any suit must be brought in an Indiana court of competent jurisdiction.

12. Remedies. If Buyer defaults, and if Buyer fails to cure such default within ten (10) days of the date of notice of such default from Seller, then Seller shall have the right to terminate this Agreement by giving written notice of termination to Buyer. In the event of termination Seller will receive the Earnest Money as liquidated damages, time being of the essence of this Agreement. The termination of this Agreement and retention of the Earnest Money will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages or specific performance. Buyer's sole remedy for any default by Seller shall be termination of this Agreement and return of the Earnest Money.

13. Buyer's Examination. Buyer is relying solely upon its own examination of the Property and inspections in determining its physical condition, character, and suitability for Buyer's intended use of the Property and is not relying upon any representation by Seller or any broker, except for those made by Seller directly to Buyer in writing in **Exhibit C, which is attached to this agreement**. Buyer agrees and acknowledges that it is accepting the Property "**AS IS**" subject to all faults of every kind and nature whatsoever, whether latent or patent, and whether now or

hereafter existing, and Buyer acknowledges that it has based its decision to purchase the Property solely upon information obtained independently by Buyer. Buyer shall sign a Hold Harmless Affidavit, **an exemplar of such Hold Harmless Affidavit is attached hereto as Exhibit D**. Buyer shall acquire the Property subject to all laws imposed upon the Property by any governmental or quasi-governmental authority having jurisdiction thereof. Buyer represents and warrants to Seller that Buyer has not relied, and will not rely, upon the representation or statement, or the failure to make any representation or statement, by Seller or Seller's agents, employees or by any person acting or purporting to act on the behalf of Seller with respect to the physical condition of the Property.

14. Compliance with Telephone Privacy. As required by IC 5-22-3-7:

(1) The Buyer and any principals of the Buyer certify that (A) the Buyer, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Buyer will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Buyer and any principals of the Buyer certify that an affiliate or principal of the Buyer and any agent acting on behalf of the Buyer or on behalf of an affiliate or principal of the Buyer (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

15. Withdrawal of Offer. This Agreement shall be deemed to be withdrawn, unless accepted by Seller, after one-hundred-fifty (150) days of delivery to Seller. In the event of a withdrawal under this section, Buyer shall be entitled the return of the Earnest Money.

16. Additional terms.

17. Non-Collusion and Acceptance. The undersigned attests, subject to the penalties for perjury, that he/she is the Buyer, or that he/she is the properly authorized representative, agent, member or officer of the Buyer, that he/she has not, nor has any other member, employee, representative, agent or officer of the Buyer, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Property Purchase Agreement other than that which appears upon the face of this Agreement.

In Witness Whereof, Buyer and the Seller have, through their duly authorized representatives, entered into this Property Purchase Agreement. The parties, having read and understood the foregoing terms, do by their respective signatures dated below hereby agree to the terms thereof.

BUYER:

Signature

Printed Name

Title

BUYER SHALL TAKE TITLE OF THE PROPERTY AS FOLLOWS:

BUYERS PRIMARY ADDRESS:

SELLER:

State of Indiana acting through the Indiana Department of Administration.

By _____
For:

Exhibit "A"

PROJECT STP-141-1(009)
CODE: 3723
PARCEL 76A (EXCESS LAND)

Sheet 4 of 5

A part of the Southwest Quarter of Section 20, Township 2 North, Range 4 East, Washington County, Indiana, being all that part of the grantor's land identified as Parcel No. 76A Excess Land that lies outside the R/W lines depicted upon the Right of Way Parcel Plat for Parcel 76 of INDOT Project STP-141-1(009) and attached as Exhibit "B", described as follows: Commencing at the northeast corner of said quarter section; thence South 1 degree 11 minutes 03 seconds East 334.296 meters (1,096.77 feet) along the east line of said quarter section to the prolonged southern line of the grantor's land; thence North 78 degrees 50 minutes 02 seconds West 75.721 meters (248.43 feet) along said southern line prolonged to the western boundary of S.R. 135; thence North 10 degrees 10 minutes 47 seconds West 2.919 meters (9.58 feet) along the boundary of said S.R. 135; thence North 33 degrees 00 minutes 47 seconds West 24.140 meters (79.20 feet) along said boundary to point "559" as shown on said Exhibit "B"; thence North 6 degrees 13 minutes 13 seconds West 60.283 meters (197.78 feet) along said boundary; thence North 5 degrees 58 minutes 03 seconds East 14.446 meters (47.40 feet) to point "563" as shown on said Exhibit "B"; thence North 5 degrees 58 minutes 03 seconds East 48.205 meters (158.15 feet) along said boundary; thence North 12 degrees 28 minutes 02 seconds West 1.326 meters (4.35 feet) along the boundary of said S.R. 135 to the northeast corner of the grantor's land; thence South 89 degrees 09 minutes 58 seconds West 53.466 meters (175.41 feet) along the north line

This description was prepared for the
Indiana Department of Transportation by Brian K. Woodrow,
Indiana Registered Land Surveyor, License Number 29400010, on the 7th day of
June, 2000.



Exhibit "A"

PROJECT STP-141-1(009)
CODE: 3723
PARCEL 76A (EXCESS LAND)

Sheet 5 of 5

of the grantor's land to the point of beginning of this description: thence South 54 degrees 28 minutes 15 seconds West 38.588 meters (126.60 feet) to point "568" as shown on said Exhibit "B"; thence North 36 degrees 27 minutes 37 seconds West 22.914 meters (75.18 feet) to the eastern boundary of Beck's Mill Road and point "567" as shown on said Exhibit "B"; thence North 20 degrees 15 minutes 53 seconds East 3.579 meters (11.74 feet) along the boundary of said Beck's Mill Road to the north line of the grantor's land; thence North 89 degrees 09 minutes 58 seconds East 43.786 meters (143.65 feet) along said north line to the point of beginning and containing 0.0515 hectares (0.127 acres), more or less.

This description was prepared for the
Indiana Department of Transportation by Brian K. Woodrow,
Indiana Registered Land Surveyor, License Number 29400010, on the 7th day of
June, 2000.



ROAD: S.R. 135

DEED RECORD X-5 ,PAGE 111 ,DATED 5/7/1969 CODE: 3723 DES. NO. 9803201

COUNTY: WASHINGTON

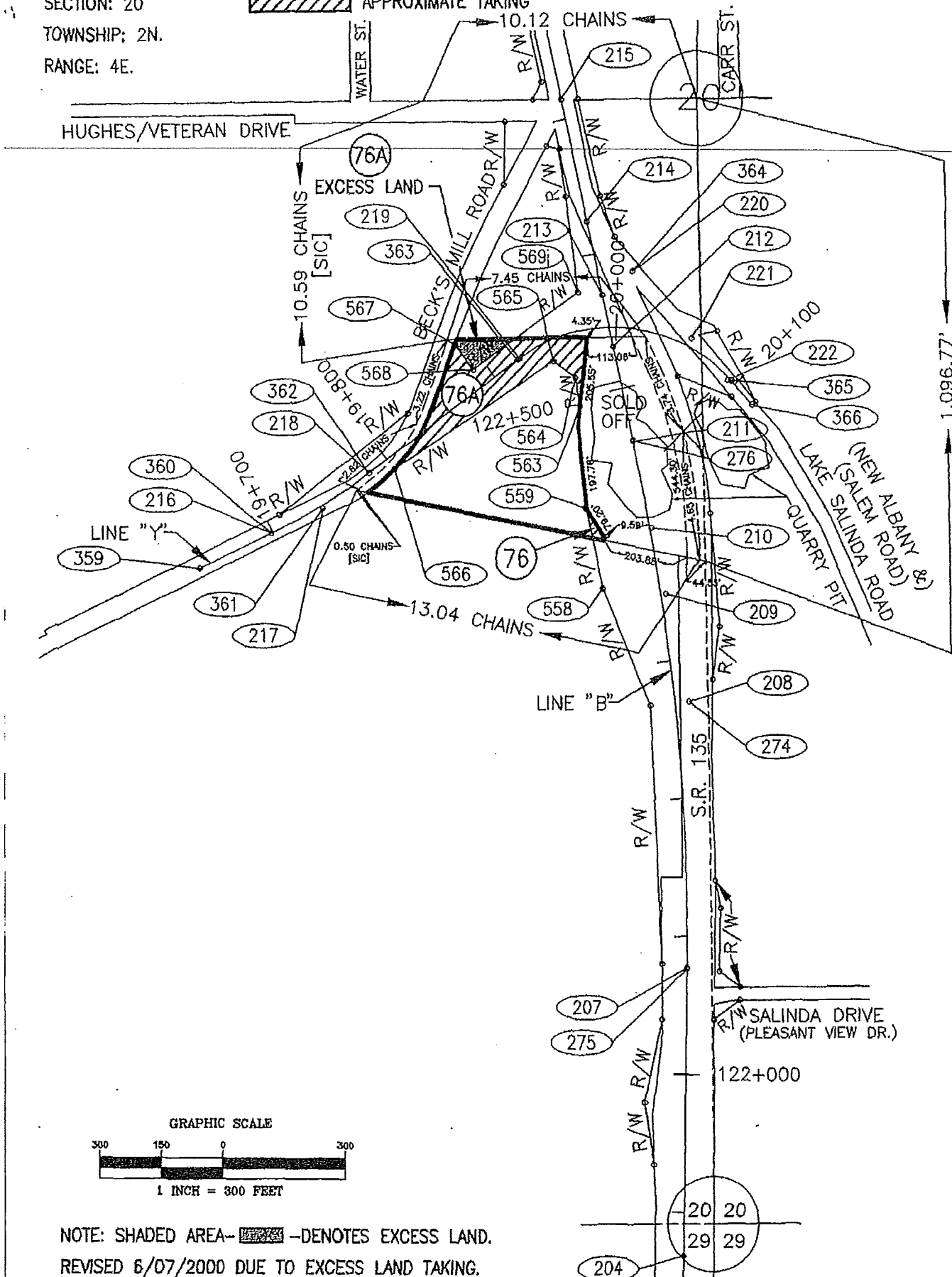
SECTION: 20

TOWNSHIP: 2N.

RANGE: 4E.



HATCHED AREA IS THE
APPROXIMATE TAKING



NOTE: SHADED AREA- [shaded box] -DENOTES EXCESS LAND.

REVISED 6/07/2000 DUE TO EXCESS LAND TAKING.

THIS PLAT WAS PREPARED FROM INFORMATION OBTAINED FROM

PATH: C:\WORK\ROW\99001-R

EXHIBIT B

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the STATE OF INDIANA, acting through the Governor of the State of Indiana and the Commissioner of the Indiana Department of Administration, or their respective designees, and by the authority of Indiana Code 4-20.5-7-11, RELEASES and QUITCLAIMS to:

for good, valuable, and sufficient consideration, receipt of which is hereby acknowledged, the real property located in _____ County, Indiana and more fully described on Exhibit A, attached hereto and incorporated fully herein.

Subject to all existing legal rights-of-way, easements, conditions, and restrictions of record.

IN WITNESS WHEREOF, the undersigned have executed the foregoing Quitclaim Deed on behalf of the State of Indiana this _____ day of _____ 2011.

**David L. Pippen, Designee for
Mitchell E. Daniels, Jr. Governor**

State of Indiana)

County of Marion)

ss:

Before me, a Notary in and for said County and State, personally appeared David L. Pippen, designee of the Governor of Indiana pursuant to IC 4-20.5-7-17 (b), and acknowledged execution of the foregoing Quitclaim Deed this _____ day of _____ 2011.

Notary signature: _____

Notary name printed: _____

My commission expires: _____ I reside in _____ County

State of Indiana)
) ss:
County of Marion)

Notary signature: _____

My commission expires: _____ I reside in _____ County

Gregory F. Zoeller, Attorney General

Filed in Indiana State Land Office:

This instrument prepared by Tim A. Grogg Esq. (Attorney No. 7316-03), Legal Counsel, Indiana Department of Administration, 402 West Washington Street, W 479, Indianapolis, IN 46204. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

EXHIBIT C

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ENVIRONMENTAL ASSESSMENT FOR MAJOR STATE ACTIONS

State Form 54278 (R / 2-11)

IC 13-12-4-5; 326 IAC 16; 327 IAC 11; 329 IAC 5

INSTRUCTIONS

1. The responsible official of a state agency may use this form to determine if a major state action will significantly affect the quality of the human environment as defined in 326 IAC 16, 327 IAC 11, and 329 IAC 5, and require preparation of an environmental impact statement as required by IC 13-12-4-5.
2. Print or type all information. Use additional sheets if necessary.
3. The responsible official should sign and date the form when completed.
4. This document is a public record subject to IC 5-14-3. Maintain this form in accordance with the agency's document retention schedule.

I. DESCRIPTION OF THE ACTION

Name of Agency:	Indiana Department of Transportation	
Identification of Action:	Sale of Excess Right of Way	
Location of Action:	Parcel 38 was purchased in conjunction with improvements to SR 135 (Des No 9803201). It is located west of SR 135 on the northeast side of Becks Mill Road, where Becks Mill Road curves to the northeast. The total area is 0.0515 ha (0.127 ac).	
Predicted Start Date (month, day, year):	July 29, 2013	
Predicted End Date (month, day, year):	January 01, 2015	
Projected Final Cost:	0	(Fiscal Year 20____ dollars)
Preparer:	Toni Lynn Giffin, Environmental Manager	

II. BACKGROUND INFORMATION

1. Give a brief description of the proposed action(s) and describe how your agency is involved in the action. INDOT and IDOA recognize that state-owned excess right-of-way exists at various locations throughout the state. This land provides no function to the state highway system in terms of serviceability or maintenance, and prohibits development of the property for productive use for residential, commercial, agricultural, or other private or public use. Additionally, state-ownership of land may reduce the availability of real estate that is subject to property taxation; revenue which could benefit the community as a whole. Selling such excess parcels of land would benefit the above causes, as well as providing the potential for additional revenue to the state from the proceeds of the sale

2. Describe the geographical area or areas which will be affected by the proposed action(s), including distinguishing natural and man-made characteristics and a brief description of the present use of the area(s). There is one (1) Religious Facility located approximately 500 feet to the east-northeast of the parcel. There are three (3) Railroads and two (2) Trails (Salem to Lake Salenda and Salem Multi-use) located within the ½ mile buffer. The presence of the Religious Facility, Railroads and Trails will not impact the sale of the parcel.

A review of aerial photography positively identified waterways adjacent to the parcel. NWI lists eleven (11) wetlands, one (1) NWI – Line, seven (7) Lakes, two (2) Rivers and two (2) Floodplains located within the ½ mile buffer. The project does not encroach upon the HUD Special Flood Hazard Area. The presence of the wetlands, NWI – Line, Lakes, Floodplains or Rivers will not impact the sale of the parcel.

The project is located inside of the designated karst area of the state as identified in the October 13, 1993 MOU. One karst feature (Sink Hole Area) is known to exist within the proposed project area. Disposal of the property would not involve construction, excavation, or demolition activities of any kind, thus there would be no impacts to this feature.

There is one (1) Petroleum Well and one (1) Petroleum Field located within the ½ mile buffer. The presence of the Petroleum Well or Petroleum Field will not impact the sale of the parcel.

Land use in and near the project is a mix of agricultural, commercial and residential properties. Disposal of the property would not involve construction, excavation, or demolition activities of any kind, thus there would be no impacts to these terrestrial

habitats. Selling this parcel will not have any direct effect on the value of this land as an agricultural resource. The requirements of the FPPA do not apply to this project.

Research into the Indiana Heritage database revealed no ETR species within a ½ mile radius of the subject parcels. The sale of the subject parcels is not expected to impact ETR species or high quality natural communities.

There are four (4) LUSTs, one (1) Underground Storage Tank, one (1) NPDES Facility and three (3) NPDES Pipe Locations and one (1) Open Dump Site located within the ½ mile buffer. The presence of these LUSTs, Underground Storage Tanks, NPDES Facility, NPDES Pipe Locations or the Open Dump Site will not impact the sale of the parcel.

With regards to archaeology, this parcel was surveyed by the Phase Ia reconnaissance conducted by ASC for SR 135 Improvements (Hillen and Jackson 1999; Des. No. 9003199). No sites were recorded within the parcel and SHPO concurred with the results of the reconnaissance in a letter dated April 26, 2000. Therefore, no additional work is recommended for this parcel prior to its sale.

With regards to above-ground, this parcel is within the Area of Potential Effect (APE) for SR 135 Improvements (Des. No. 9003199). No historic properties were found within the APE as per a SHPO letter dated March 31, 1998. Due to the passage of time since the SHPO letter, the State Register of Historic Sites and Structures and National Register of Historic Places lists for Washington County were checked by an INDOT- Cultural Resources Office (CRO) historian who meets the Secretary of the Interior's Professional Qualification Standards per 36 CFR Part 61. No properties on these lists are located near the parcel. Additionally, the Washington County Interim Report of the Indiana Historic Sites and Structures Inventory was referenced (2008; Salem Scattered Sites Southwest Section). No properties are recorded on this parcel. The nearest recorded property located several hundred feet away is Site No. 175-567-28213, White Cemetery (Cemetery Registry No. CR-88-261). It is rated "contributing." Generally, properties rated "contributing" do not possess the level of historical or architectural significance necessary to be considered National Register eligible. Additionally, cemeteries are usually not National Register eligible unless they contain the grave of a historical figure of outstanding importance if there is no appropriate site or building directly associated with his productive life or they derive their primary significance from graves of persons of transcendent importance, from age, from distinctive design features, or from association with historic events. This is not the case with the White Cemetery since it consists only of one headstone commemorating the family. INDOT-CRO does not think that the sale of this parcel will affect any above-ground resources eligible for or listed in the National Register. No further work is recommended prior to the sale of this parcel.

3. Briefly describe the need for the proposed action(s).

This land provides no function to the state highway system in terms of serviceability or maintenance, and prohibits development of the property for productive use for residential, commercial, agricultural, or other private or public use. Additionally, state-ownership of land may reduce the availability of real estate that is subject to property taxation; revenue which could benefit the community as a whole.

4. Estimate the anticipated duration of the environmental effects of the proposed action(s).

Short term:

Availability of land for development or reuse

Long term:

III. ASSESSMENT OF POTENTIAL ENVIRONMENTAL IMPACT

Answer the following questions by placing a check in the appropriate space. Consider both short and long term impact. Wherever "Yes" is checked, indicate the nature of the effect below the question.

		Short Term		Long Term	
1.	Could the action(s) adversely affect the use of a recreational area or area of important aesthetic value?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
2.	Are any of the natural or manmade features which may be affected in the area(s) unique, that is, not found in another part of the state or nation? Karst features, see Attachment	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
3.	Could the action(s) adversely affect an historical or archeological structure or site? See Attachment	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
4.	Could the action(s) adversely affect fish, wildlife, or plant life? See Attachment	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
5.	Have any fish, mammals or plant species on the rare or endangered species list been sighted in the affected area(s)?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
	Will those sighted be adversely affected? N/A	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
6.	Could the action(s) change existing features of any of the state's fresh waters or wetlands?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
7.	Could the action(s) change existing features of a state beach?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
8.	Could the action(s) result in the elimination of significant acreage of land presently utilized for agriculture or forestry purposes?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
9.	Will the action(s) require certification, authorization or issuance of a permit by any local, state or federal environmental control agency?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

III. ASSESSMENT OF POTENTIAL ENVIRONMENTAL IMPACT (continued)

		Short Term		Long Term	
10 .	Will the action(s) involve the application, use or disposal of potentially hazardous materials?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
11 .	Will the action(s) involve construction of facilities in a flood plain?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
12 .	Could the action(s) result in the generation of a significant level of noise?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
13 .	Could the action(s) result in the generation of significant amounts of dust?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
14 .	Could the action(s) result in a deleterious effect on the quality of the air? The direct action of the land sale could not, unforeseen future development could.	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
15 .	Could the action(s) result in a deleterious effect on the quality or quantity of any portion of the state's water resources? <i>(If yes, indicate whether surface, ground water, or offshore.)</i> The direct action of the land sale could not, unforeseen future development could.	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
16 .	Could the action(s) affect an area of important scenic value?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
17 .	Could the action(s) result in increased congestion and/or traffic in an already congested area or an area incapable of absorbing increase? The direct action of the land sale could not, unforeseen future development could.	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
18 .	Could the action(s) require a variance from or result in a violation of any statute, ordinance, by-law, regulation or standard, the major purpose of which is to prevent or minimize damage to the environment? The direct action of the land sale could not, unforeseen future development could.	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

19 .	<p>Could the action(s) result in any form of adverse environmental impact not included in the above questions? <i>(If yes, identify the impacted resource or area.)</i></p> <p>The direct action of the land sale could not, unforeseen future development could.</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input checked="" type="checkbox"/></p>	<p>YES <input type="checkbox"/></p>	<p>NO <input checked="" type="checkbox"/></p>
---------	---	---	---	---	---

IV. LIST OF AGENCIES AND PERSONS CONSULTED

Chad Slider
Division of Historic Preservation and Archaeology
Indiana Department of Natural Resources
Deputy State Historic Preservation Officer
402 W. Washington Street, Room 274
Indianapolis, IN 46204

V. CONCLUSIONS

1. ☒ FINDING OF NO SIGNIFICANT IMPACT: I have determined that the proposed major state action will not significantly affect the quality of the human environment. An environmental impact statement will not be prepared.
2. ☐ I have determined that the proposed major state action may significantly affect the quality of the human environment. An environmental impact statement will be prepared by _____.
(approximate date)(month, day, year)

Signature of
Responsible State
Official:



5 DEC 13
(date signed)(month, day, year)

Print Name:

Kenneth B. McMullen

Title/Position:

Environmental Policy Manager

Branch/Division:

Division of Environmental Services, Indiana Department of Transportation

Telephone number:

(317) 233-1164

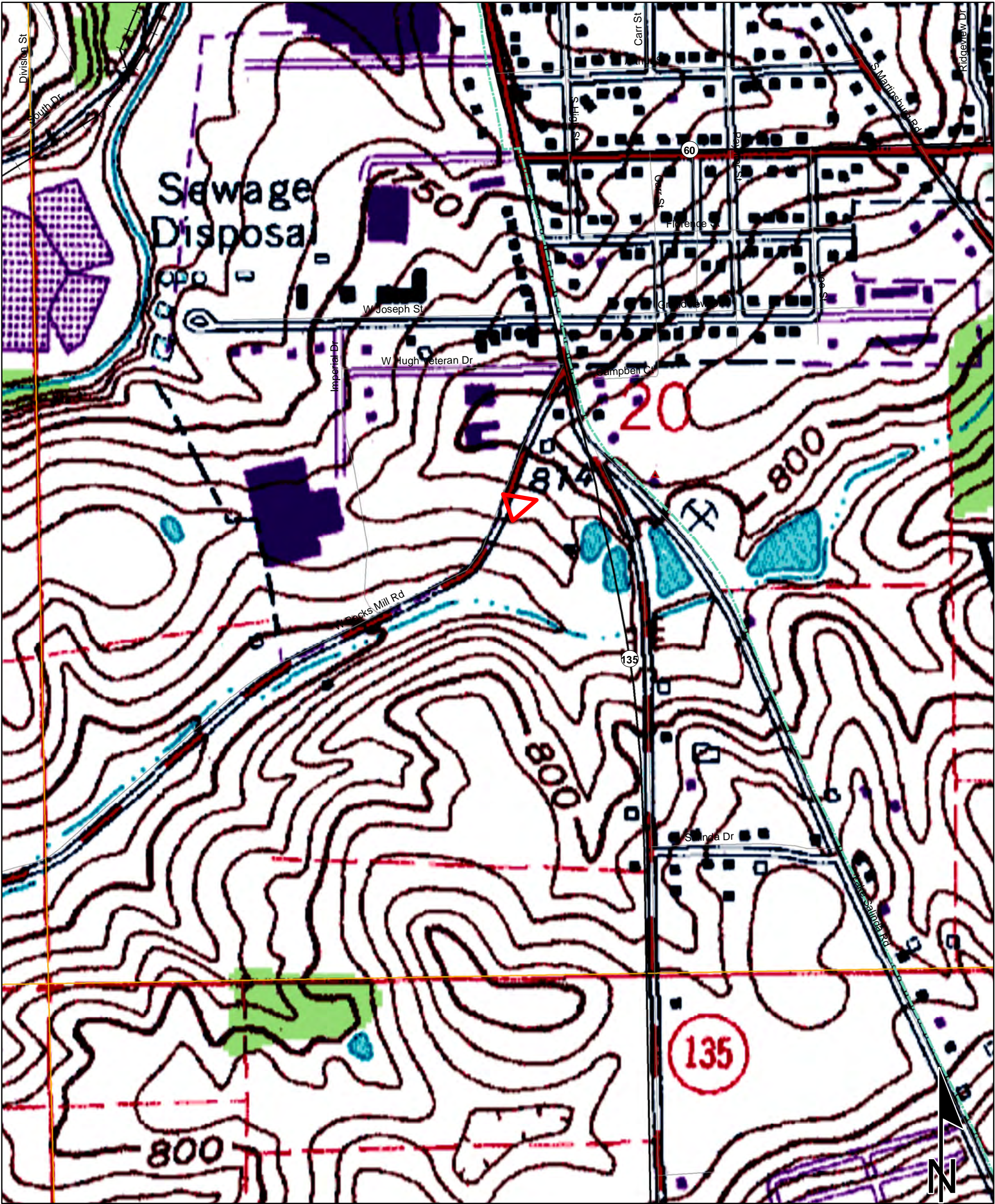
Address
(number and street, city,
state, and ZIP code):

Indiana Government Center North
100 North Senate Avenue Room, N642
Indianapolis, IN 46204

Attachment A

Maps

Red Flag Investigation - Site Location Map
SR 135 - Excess Parcel
LA Code 3723, Parcel 76A
Washington County, Indiana



Sources:
Non Orthophotography
Data - Obtained from the State of Indiana Geographical Information Office Library
Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)
Map Projection: UTM Zone 16 N Map Datum: NAD83

This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

SALEM QUADRANGLE
INDIANA
7.5 MINUTE SERIES
(TOPOGRAPHIC)

Attachment B

Cultural Resources (Section 106)



Indiana Department of Natural Resources

Frank O'Bannon, Governor
Larry D. Macklin, Director

Division of Historic Preservation
and Archaeology
402 W. Washington Street, W274
Indianapolis, IN 46204-2748
PH: 317/232-1646
FAX: 317/232-0693
dhpa@dnr.state.in.us

April 26, 2000

This letter clears
parcel 3723-76A

Curtis H. Tomak
Archaeologist
Indiana Department of Transportation
100 North Senate Avenue
Room N775
Indianapolis, Indiana 46204-2249

Federal Agency: Federal Highway Administration

Re: The revised archaeological reconnaissance report for the proposed improvements to SR 135 between Salem and Palmyra

Dear Mr. Tomak:

Pursuant to the National Historic Preservation Act (16 U.S.C. § 470 et. seq. and 36 C.F.R. Part 800) the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology ("DHPA") has conducted an analysis of the revised Phase Ia archaeological reconnaissance report (Hillen, Jackson, and Ericksen 07/01/99) for the above indicated project in Harrison and Washington Counties, Indiana for the Federal Highway Administration.

In terms of the project's potential impact on historic structures, we have not identified any historic buildings, structures, districts, or objects, listed in or eligible for inclusion in the National Register within the probable area of potential effects.

In terms of potential impact on archaeological resources, we have reviewed the revised Phase Ia report and we concur with some, but not all, of the conclusions and recommendations of the archaeological contractor. More specifically:

- 1) Based on current information, those portions of site 12-Ws-183 and 193 that lie within the project area do **not** appear likely to contain intact cultural deposits. Given this, we agree with your conclusion that no further investigation of those areas is warranted.
- 2) Based upon the reconnaissance information, site 12-Ws-198 may contain significant, buried archaeological deposits relating to the prehistoric habitation of southern Indiana. As such, the site is, in our opinion, potentially eligible for inclusion in the National Register of Historic Places. Accordingly, the site must either be avoided by **all** project disturbances, or, if such avoidance is not feasible, subjected to archaeological test excavation to clearly determine its significance. Prior to additional investigation, a proposal outlining the proposed testing plan should be submitted to our office for review and comment.
- 3) We agree that the alluvial areas adjacent to the West Fork of the Blue River and along Hoggatt Branch may contain deeply buried archaeological deposits. As such, a systematic subsurface reconnaissance will be required of those portions of the project area. A plan outlining the proposed subsurface reconnaissance methodology should be submitted to our office for review and comment, in advance of the necessary fieldwork.
- 4) The historic cemetery (12-Ws-181) should, of course, be avoided by all construction. If the cemetery cannot be so avoided, it must be treated in accordance with IC 14-21-1, IC 23-14, and relevant federal regulations.

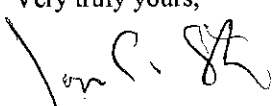
Please advise our office as to how you intend to proceed regarding the avoidance or further investigation of site 12-Ws-198. We appreciate your special efforts in reviewing and coordinating the Phase Ia report, and your close coordination

Curtis H. Tomak
April 26, 2000
Page 2

with our office. If you have any questions regarding this matter, please contact Dr. Rick Jones or Jim Mohow at (317) 232-1646.

A copy of this correspondence is being sent to the Federal Highway Administration to assist in its determination regarding the project's effects on historic resources (36 C.F.R. § 800.4). We look forward to receiving notice of the agency's findings.

Very truly yours,


for (Larry D. Macklin
State Historic Preservation Officer

LDM:JAM:

cc: John Baxter, Division Administrator, Federal Highway Administration

**Phase Ia Literature Review and Reconnaissance Survey for the Proposed Improvements to
State Route 135 in Morgan Township, Harrison County, and Jackson, Pierce, and
Washington Townships, Washington County, Indiana (STP-141-1, Des. No. 9003199)**

By

**Luella Beth Hillen and Christopher Jackson, M.S.,
with contributions by
Annette G. Ericksen, Ph.D.**

Submitted By:

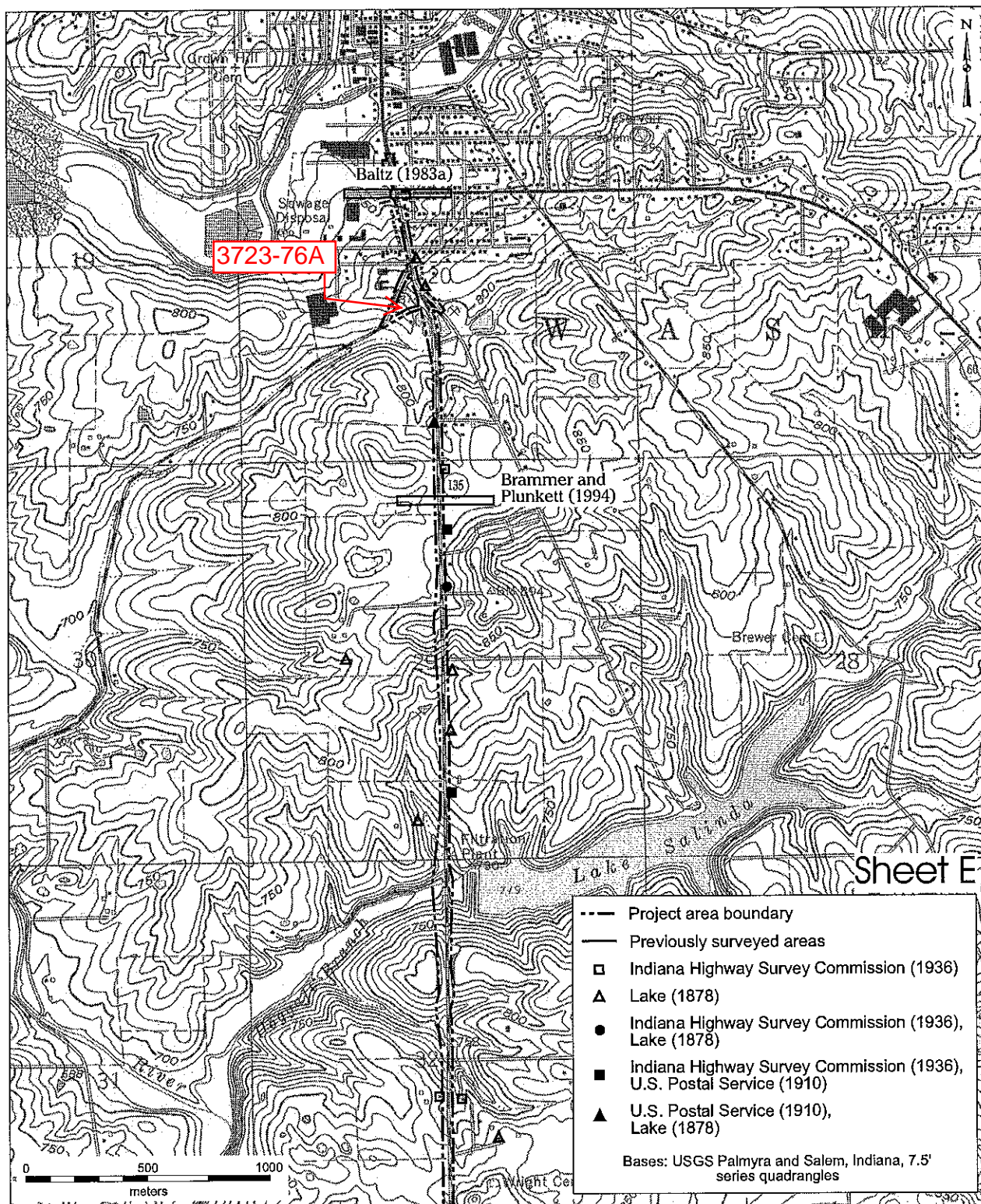
**Shaune M. Skinner, M.A.
Project Manager
ASC Group, Inc.
4620 Indianola Avenue
Columbus, Ohio 43214
(614) 268-2514**

Submitted To:

**Indiana Department of Transportation
Environmental Assessment Section
Division of Pre-Engineering and Environment
100 North Senate Avenue, Room N848
Indianapolis, Indiana 46204-2249
(317) 232-5305**

Lead Agency: INDOT

July 1, 1999





87 BEF

INDIANA DEPARTMENT OF NATURAL RESOURCES

LARRY D. MACKLIN, DIRECTOR

Division of Historic Preservation
and Archaeology
402 W. Washington St., Room W274
Indianapolis, Indiana 46204
E-mail: dhpa_at_dnrlan@ima.isd.state.in.us
(317) 232-1646
(317) 232-0693 FAX

March 31, 1998

James E. Juricic, Manager
Environmental Assessment Section
Division of Preliminary Engineering and Environment
Indiana Department of Transportation
100 North Senate Avenue, Room N848
Indianapolis, Indiana 46204-2249

Dear Mr. Juricic:

We have reviewed the proposed reconstruction and relocation of SR 135 from US 150 to SR 60 in Harrison and Washington counties, Indiana (Project #STP-141-1[], Designation #9003199, DNR #6806). This review is being conducted pursuant to Section 106 of the National Historic Preservation Act (16 U.S.C. Section 470f) and implementing regulations found at 36 C.F.R. Part 800.

In regards to the architectural aspects of the project, the buildings pictured in relocations #1-12 and the stone wall enclosed with your letter dated January 20, 1998, do not meet the criteria to be considered eligible for inclusion in the National Register of Historic Places. Therefore, no known historical buildings, structures, districts, or objects listed in or eligible for inclusion in the National Register of Historic Places will be affected by this project. If you have any questions about the above materials, please call Michelle Daleiden or Ralph S. Wilcox at (317) 232-1646.

In regards to the archaeological aspects of the project, the archaeologists will respond under separate cover to the report (Hillen and Jackson, 02/03/98) received on March 25, 1998. If you have any questions about the archaeological aspects, please call Jim Mohow or Dr. Rick Jones at (317) 232-1646. Thank you for your cooperation.

Very truly yours,

John L. Carr

for Larry D. Macklin
State Historic Preservation Officer

LDM:MMD:RSW:rsw

cc: Steve Jose, Division of Fish and Wildlife, Indiana Department of Natural Resources



Attachment C

Red Flag Investigation



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

100 North Senate Avenue
Room N642
Indianapolis, Indiana 46204-2216 (317) 232-5348 FAX: (317) 233-4929

Michael R. Pence, Governor
Karl B. Browning, Commissioner

Date: September 9, 2013

To: Marlene Mathas
Hazardous Materials Unit
Environmental Services
Indiana Department of Transportation
100 N Senate Avenue, Room N642
Indianapolis, IN 46204

From: Toni Lynn Giffin
Environmental Services - NEPA
Indiana Department of Transportation
100 North Senate Avenue Room N642
Indianapolis, IN 46204

Re: RED FLAG INVESTIGATION
LA 3723, Excess parcel 76A
SR 135
Washington County, Indiana

NARRATIVE

The subject parcel were acquired by INDOT (Indiana Department of Transportation) for right-of-way purposes. INDOT has decided that this surplus land will not be needed for right-of-way or other transportation purposes within the foreseeable future. A legal description of parcel 76A is as follows:

Parcel 76A

A part of the Southwest Quarter of Section 20, Township 2 North, Range 4 East, Washington County, Indiana, being all that part of the grantor's land identified as Parcel No. 76A Excess Land that lies outside the ROW lines depicted upon the Right of Way Parcel Plat for Parcel 76 of INDOT Project STP-14 1-1(009) and attached as Exhibit "B", described as follows:

Commencing at the northeast corner of said quarter section; thence South 1 degree 11 minutes 03 seconds East 334.296 meters (1,096.77 feet) along the east line of said quarter section to the prolonged southern line of the grantor's land; thence North 78 degrees 50 minutes 02 seconds West 75.721 meters (248.43 feet) along said southern line prolonged to the western boundary of S.R. 135; thence North 10 degrees 10 minutes 47 seconds West 2.919 meters (9.58 feet) along the boundary of said S.R. 135; thence North 33 degrees 00 minutes 47 seconds West 24.140 meters (79.20 feet) along said boundary to point "559" as shown on said Exhibit "B"; thence North 6 degrees 13 minutes 13 seconds West 60.283 meters (197.78 feet) along said boundary; thence North 5 degrees 58 minutes 03 seconds East 14.446 meters (47.40 feet) to point "563" as shown on said Exhibit "B"; thence North 5 degrees 58 minutes 03 seconds East 48.205 meters (158.15 feet) along said boundary; thence North 12 degrees 28 minutes 02 seconds West 1.326 meters (4.35 feet) along the boundary of said S.R. 135 to the northeast corner of the grantor's land; thence South 89 degrees 09 minutes 58 seconds West 53.466 meters (175.41 feet) along the north line of the grantor's land to the point of beginning of this description: thence South 54 degrees 28 minutes 15 seconds West 38.588 meters (126.60 feet) to

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An Equal Opportunity Employer

point "568" as shown on said Exhibit "B"; thence North 36 degrees 27 :minutes 37 seconds West 22.914 meters (75.18 feet) to the eastern boundary of Beck's Mill Road and point "567" as shown on said Exhibit "B"; thence North 20 degrees 15 minutes 53 seconds East 3.579 meters (11.74 feet) along the boundary of said Beck's Mill Road to the north line of the grantor's land; thence North 89 degrees 09 minutes 58 seconds East 43.786 meters (143.65 feet) along said north line to the point of beginning and containing 0.0515 hectares (0.127 acres), more or less.

SUMMARY

Infrastructure			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Religious Facilities	1	Recreational Facilities	N/A
Airports	N/A	Pipelines	N/A
Cemeteries	N/A	Railroads	3
Hospitals	N/A	Trails	2
Schools	N/A	Managed Lands	N/A

Explanation:

Religious Facilities: There is one (1) Religious Facility located approximately 500 to the east-northeast of the parcel. The presence of this Religious Facility will not impact the sale of the parcel.

Railroads: There are three (3) Railroads located within the ½ mile buffer. The presence of these Railroads will not impact the sale of the parcel.

Trails: There are two (2) Trails (Salem to Lake Salenda and Salem Multi-use) located within the ½ mile buffer. The presence of these Trails will not impact the sale of the parcel.

Water Resources			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
NWI - Points	N/A	NWI - Wetlands	11
Karst Springs	N/A	IDEM 303d Listed Lakes	N/A
Canal Structures – Historic	N/A	Lakes	7
NWI - Lines	1	Floodplain - DFIRM	2
IDEM 303d Listed Rivers and Streams (Impaired)	N/A	Cave Entrance Density	N/A
Rivers and Streams	2	Sinkhole Areas	1
Canal Routes - Historic	N/A	Sinking-Stream Basins	N/A

Explanation:

NWI – Wetlands: There are eleven (11) NWI – Wetlands located within the ½ mile buffer. The presence of these wetlands will not impact the sale of the parcel.

Lakes: There are seven (7) Lakes located within the ½ mile buffer. The presence of these Lakes will not impact the sale of the parcel.

NWI – Lines: There is one (1) NWI – Lines located within the ½ mile buffer. The presence of these NWI - Lines will not impact the sale of the parcel.

Floodplain – DFIRM: There are two (2) Floodplains located within the ½ mile buffer. The presence of these Floodplains will not impact the sale of the parcel.

Rivers and Streams: There are two (2) Rivers located within the ½ mile buffer. The presence of these Rivers will not impact the sale of the parcel.

Sinkhole Areas: There is one (1) Sinkhole Area located within the ½ mile buffer. The presence of this Sinkhole Area will not impact the sale of the parcel.

Mining/Mineral Exploration			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Petroleum Wells	1	Petroleum Fields	1
Mines – Surface	N/A	Mines – Underground	N/A

Explanation:

Petroleum Wells: There one (1) Petroleum Well located within the ½ mile buffer. The presence of this Petroleum Well will not impact the sale of the parcel.

Petroleum Fields: There one (1) Petroleum Field located within the ½ mile buffer. The presence of this Petroleum Field will not impact the sale of the parcel.

Hazmat Concerns			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Brownfield Sites	N/A	Restricted Waste Sites	N/A
Corrective Action Sites (RCRA)	N/A	Septage Waste Sites	N/A
Confined Feeding Operations	N/A	Solid Waste Landfills	N/A
Construction Demolition Waste	N/A	State Cleanup Sites	N/A
Industrial Waste Sites (RCRA Generators)	N/A	Tire Waste Sites	N/A
Infectious/Medical Waste Sites	N/A	Waste Transfer Stations	N/A
Lagoon/Surface Impoundments	N/A	RCRA Waste Treatment, Storage, and Disposal Sites (TSDs)	N/A
Leaking Underground Storage Tanks (LUSTs)	4	Underground Storage Tanks	1
Manufactured Gas Plant Sites	N/A	Voluntary Remediation Program	N/A
NPDES Facilities	1	Superfund	N/A
NPDES Pipe Locations	3	Institutional Control Sites	N/A
Open Dump Sites	1		

Explanation:

Leaking Underground Storage Tanks (LUSTs): There are four (4) LUSTs located within the ½ mile buffer. The presence of these LUSTs will not impact the sale of the parcel.

Underground Storage Tanks: There is one (1) Underground Storage Tanks located within the ½ mile buffer. The presence of these Underground Storage Tanks will not impact the sale of the parcel.

NPDES Facilities: There is one (1) NPDES Facility located within the ½ mile buffer. The presence of this NPDES Facility will not impact the sale of the parcel.

NPDES Pipe Locations: There are three (3) NPDES Pipe Locations located within the ½ mile buffer. The presence of these NPDES Pipe Locations will not impact the sale of the parcel.

Open Dump Sites: There is one (1) Open Dump Site located within the ½ mile buffer. The presence of this Open Dump Site will not impact the sale of the parcel.

Ecological Information

The Washington County listing of the Indiana Natural Heritage Data Center information on endangered, threatened, or rare (ETR) species and high quality natural communities is attached with ETR species highlighted.

Research into the Indiana Heritage database revealed no ETR species within a ½ mile radius of the subject parcel. The sale of the subject parcel is not expected to impact ETR species or high quality natural communities.

Cultural Resources

A request for review was made to INDOT Environmental Services, Cultural Resources, and will be submitted under separate documentation.

RECOMMENDATIONS

INFRASTRUCTURE: N/A

WATER RESOURCES: N/A

MINING/MINERAL EXPLORATION: N/A

HAZMAT CONCERNS: N/A

ECOLOGICAL INFORMATION: N/A

CULTURAL RESOURCES: A request for review was made to INDOT Environmental Services, Cultural Resources, and will be submitted under separate documentation.

INDOT Environmental Services concurrence:

**Anthony
Johnson**

Digitally signed by Anthony
Johnson
DN: cn=Anthony Johnson,
o=Hazardous Materials, ou=INDOT
Environmental Services,
email=awjohnson@indot.in.gov,
c=US
Date: 2013.11.06 13:22:21 -05'00'

(Signature)

Prepared by:

Toni Lynn Giffin

Environmental Manager II

INDOT Environmental Services

Graphics:

GENERAL SITE MAP SHOWING PROJECT AREA: YES

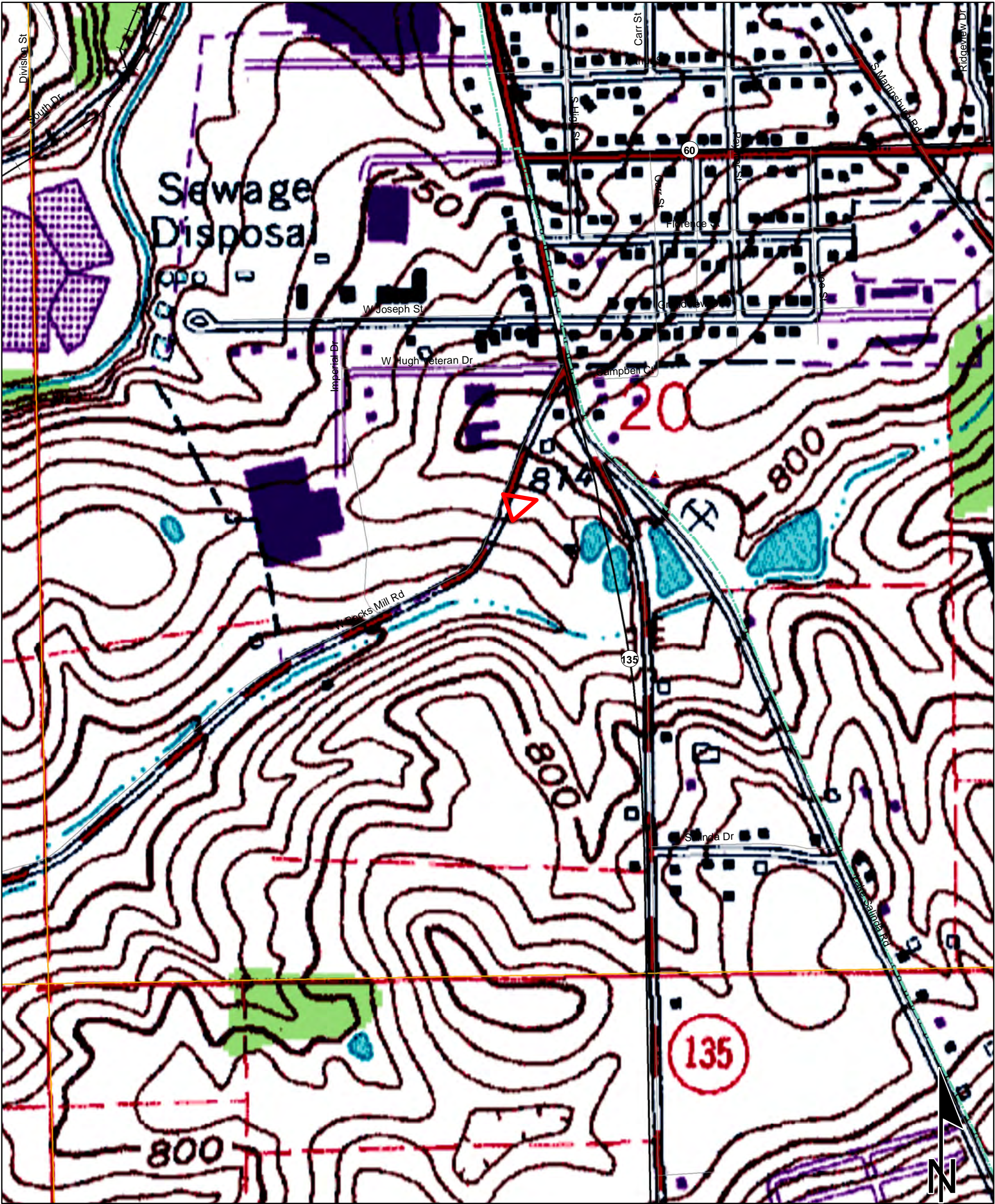
INFRASTRUCTURE: YES

WATER RESOURCES: YES

MINING/MINERAL EXPLORATION: YES

HAZMAT CONCERNS: YES

Red Flag Investigation - Site Location Map
SR 135 - Excess Parcel
LA Code 3723, Parcel 76A
Washington County, Indiana



Sources:
Non Orthophotography
Data - Obtained from the State of Indiana Geographical Information Office Library
Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)
Map Projection: UTM Zone 16 N Map Datum: NAD83

This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

SALEM QUADRANGLE
INDIANA
7.5 MINUTE SERIES
(TOPOGRAPHIC)

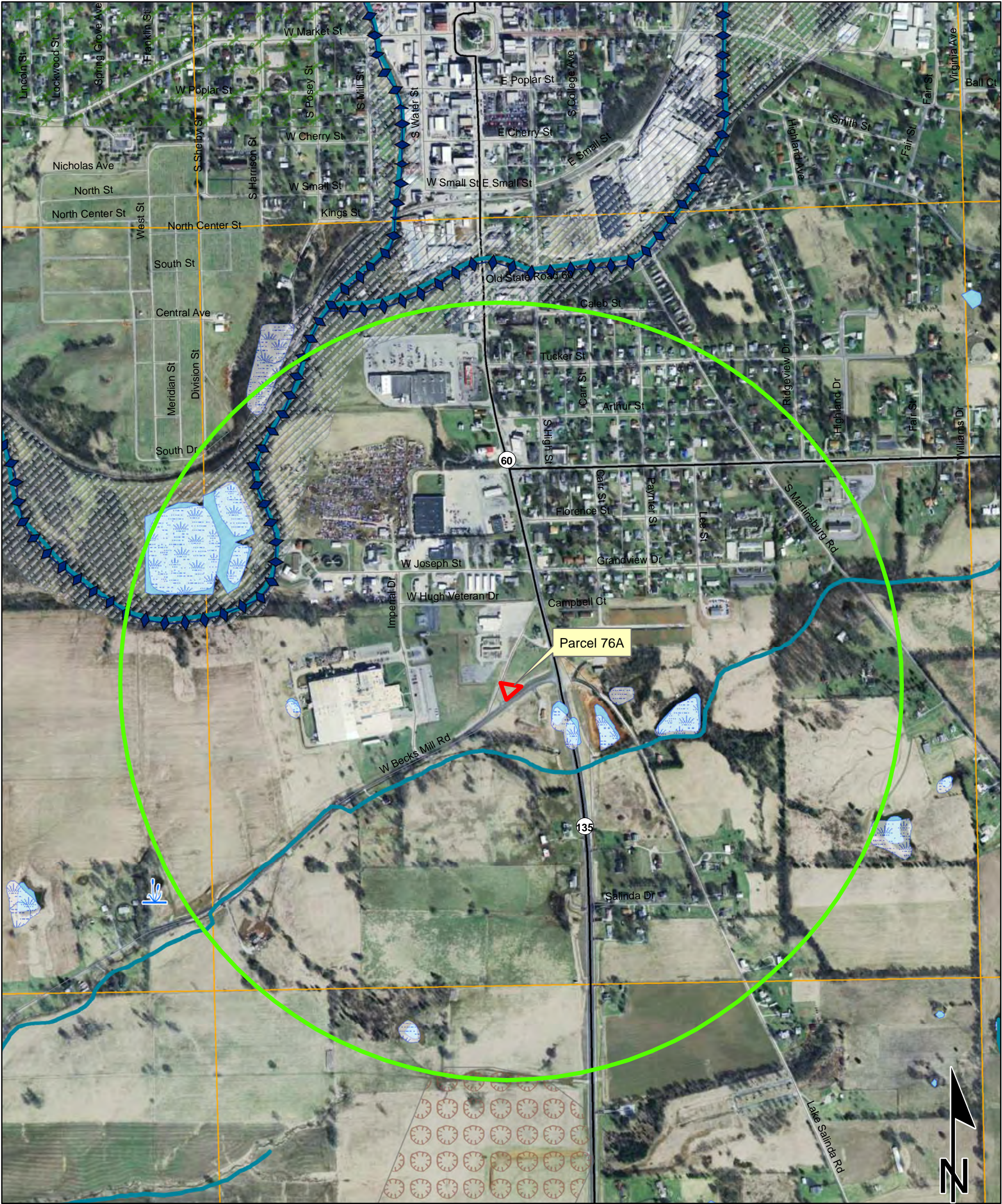
Red Flag Investigation - Infrastructure Map
SR 135 - Excess Parcel
LA Code 3723, Parcel 76A
Washington County, Indiana



Sources: 0.15 0.075 0 0.15 Miles
Non Orthophotography Data - Obtained from the State of Indiana Geographical Information Office Library
Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)
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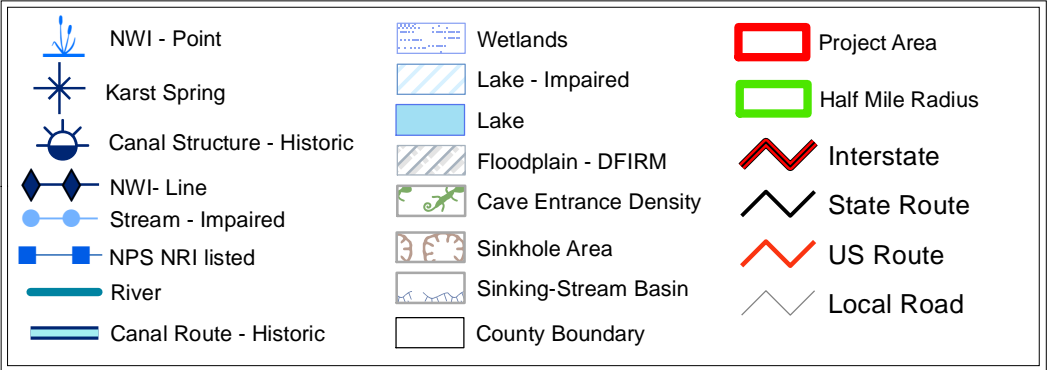
	Religious Facility		Recreation Facility		Project Area
	Religious Facility		Pipeline		Half Mile Radius
	Indiana Map		Railroad		Interstate
	Airport		Trails		State Route
	Cemeteries		Managed Lands		US Route
	Hospital		County Boundary		Local Road
	School				

Red Flag Investigation - Water Resource Map
SR 135 - Excess Parcels
LA Code 3723, Parcel 76A
Washington County, Indiana



Sources:
Non Orthophotography
Data - Obtained from the State of Indiana Geographical Information Office Library
Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)
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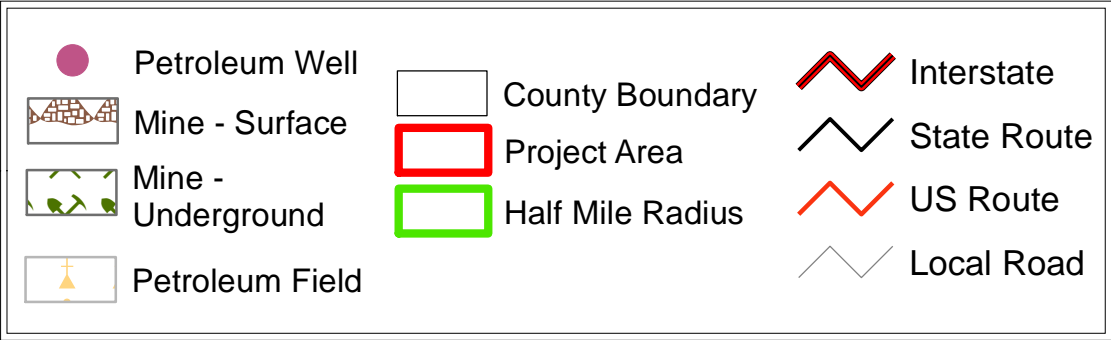
Red Flag Investigation - Mining/Mineral Exploration Map
SR 135 - Excess Parcels
LA Code 3723, Parcel 76A
Washington County, Indiana



0.15 0.075 0 0.15 Miles

Sources:
Non Orthophotography
Data - Obtained from the State of Indiana Geographical Information Office Library
Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)
Map Projection: UTM Zone 16 N **Map Datum:** NAD83

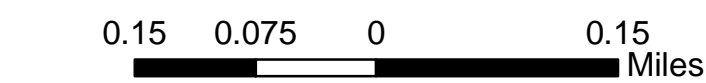
This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.



Red Flag Investigation - HazMat Map
SR 135 - Excess Parcel
LA Code 3723, Parcel 76A
Washington County, Indiana



	Brownfield		RCRA Generator/TSD		Institutional Controls
	RCRA Corrective Action Sites		Restricted Waste Site		County Boundary
	Confined Feeding Operation		Septage Waste Site		Project Area
	Construction/Demolition Site		Solid Waste Landfill		Half Mile Radius
	Infectious/Medical Waste Site		State Cleanup Site		Interstate
	Leaking Underground Storage Tank		Superfund		State Route
	Manufactured Gas Plant		Tire Waste Site		US Route
	NPDES Facilites		Underground Storage Tank		Local Road
	NPDES Pipe Locations		Voluntary Remediation Program		
	Open Dump Waste Site		Waste Transfer Station		



This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

Sources:
Non Orthophotography
Data - Obtained from the State of Indiana Geographical Information Office Library
Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)
Map Projection: UTM Zone 16 N **Map Datum:** NAD83

Indiana County Endangered, Threatened and Rare Species List

County: Washington

Species Name	Common Name	FED	STATE	GRANK	SRANK
Platyhelminthes (Flatworms)					
Sphalloplana weingartneri	Weingartner's Cave Flatworm		WL	G4	S4
Diplopoda					
Conotyia bollmani	Bollman's Cave Milliped		WL	G5	S4
Pseudotremia indianae	Blue River Cave Milliped		WL	G4	S4
Crustacean: Malacostraca					
Crangonyx packardii	Packard's Cave Amphipod		WL	G4	S4
Miktoniscus barri	Barr's Terrestrial Isopod		WL	G2G4	SNR
Orconectes inermis inermis	A Troglobitic Crayfish		WL	G5T4	S4
Crustacean: Copepoda					
Diacyclops jeanneli	Jeannel's Cave Copepod		ST	G3G4	S2
Crustacean: Ostracoda					
Dactylocythere susanae	An Ostracod		WL	G2G4	S3
Sagittocythere barri	Barr's Commensal Cave Ostracod		WL	G5	S3S4
Mollusk: Bivalvia (Mussels)					
Cyprogenia stegaria	Eastern Fanshell Pearlymussel	LE	SE	G1Q	S1
Epioblasma torulosa torulosa	Tubercled Blossom	LE	SE	G2TX	SX
Fusconaia subrotunda	Longsolid		SE	G3	SX
Lampsilis fasciola	Wavyrayed Lampmussel		SSC	G5	S3
Ligumia recta	Black Sandshell			G5	S2
Obovaria subrotunda	Round Hickorynut		SSC	G4	S1
Ptychobranhus fasciolaris	Kidneyshell		SSC	G4G5	S2
Simpsonaias ambigua	Salamander Mussel		SSC	G3	S2
Villosa lienosa	Little Spectaclecase		SSC	G5	S3
Mollusk: Gastropoda					
Carychium riparium	Floodplain Thorn			G2G3	SNR
Zonitoides kirbyi	Shadow Gloss			G2	SNR
Ellipluran: Collembola					
Arrhopalites ater	Black Medusa Cave Springtail		ST	G2	S2
Arrhopalites benitus	A Springtail		WL	G1	S1
Arrhopalites lewisi	Lewis' Cave Springtail		ST	GNR	S2
Folsomia prima	Primitive Springtail		WL	GNR	S4
Folsomides americanus	Small Springtail		SE	GNR	S1
Hypogastrura horrida	Bristly Springtail		WL	GNR	SNR
Isotoma anglicana	A Springtail		WL	GNR	SNR
Isotoma caeruleatra	Blue Springtail		WL	GNR	SNR
Isotoma nigrifrons	Dark Springtail		WL	GNR	SNR
Isotoma nixonii	Nixon's Springtail		WL	GNR	SNR
Isotoma torilidae			WL	GNR	SNR

Indiana Natural Heritage Data Center
Division of Nature Preserves
Indiana Department of Natural Resources
This data is not the result of comprehensive county surveys.

Fed: LE = Endangered; LT = Threatened; C = candidate; PDL = proposed for delisting
State: SE = state endangered; ST = state threatened; SR = state rare; SSC = state species of special concern; SX = state extirpated; SG = state significant; WL = watch list
GRANK: Global Heritage Rank: G1 = critically imperiled globally; G2 = imperiled globally; G3 = rare or uncommon globally; G4 = widespread and abundant globally but with long term concerns; G5 = widespread and abundant globally; G? = unranked; GX = extinct; Q = uncertain rank; T = taxonomic subunit rank
SRANK: State Heritage Rank: S1 = critically imperiled in state; S2 = imperiled in state; S3 = rare or uncommon in state; G4 = widespread and abundant in state but with long term concern; SG = state significant; SH = historical in state; SX = state extirpated; B = breeding status; S? = unranked; SNR = unranked; SNA = nonbreeding status unranked

Indiana County Endangered, Threatened and Rare Species List

County: Washington

Species Name	Common Name	FED	STATE	GRANK	SRANK
Onychiurus casus	Fallen Springtail		WL	GNR	S4
Onychiurus relictus	A Springtail		WL	GNR	S4
Pseudosinella collina	Hilly Springtail		SR	GNR	S2?
Pseudosinella fonsa	Fountain Cave Springtail		ST	G3G4	S2
Sinella alata	Springtail		WL	G5	S4
Sinella cavernarum	A Springtail		WL	G5	S4
Insect: Coleoptera (Beetles)					
Aleochara lucifuga	Rove beetle		WL	GNR	S4
Necrophilus pettiti	A Carrion Beetle		ST	GNR	S1?
Pseudanophthalmus stricticollis	Marengo Cave Ground Beetle			GNR	S3
Pseudanophthalmus tenuis	Cave Beetle		WL	G4	S4
Pseudanophthalmus youngi	Young's cave ground beetle		SR	G3G4	S3
Insect: Lepidoptera (Butterflies & Moths)					
Cyllopsis gemma	Gemmed Satyr		SR	G5	S2
Erynnis martialis	Mottled Duskywing		ST	G3	S2S3
Arachnida					
Bathypantes weyeri	A Cave Spider			G4	SNR
Cicurina arcuata	A Funnel-web Weaver			GNR	S1
Erebomaster flavescens	Golden Cave Harvestman		ST	G3G4	S2
Hesperochernes mirabilis	Southeastern Cave Pseudoscorpion		WL	G5	S4
Kleptochthonius packardi	Packard's Cave Pseudoscorpion		SE	G2G3	S1S2
Fish					
Amblyopsis spelaea	Northern Cavefish		SE	G4	S1
Etheostoma maculatum	Spotted Darter		SSC	G2	S2S3
Etheostoma variatum	Variegated Darter		SE	G5	S1
Notropis ariommus	Popeye Shiner		SX	G3	SX
Amphibian					
Acris crepitans blanchardi	Northern Cricket Frog		SSC	G5	S4
Cryptobranchus alleganiensis alleganiensis	Eastern Hellbender		SE	G3G4T3T4	S1
Reptile					
Clonophis kirtlandii	Kirtland's Snake		SE	G2	S2
Nerodia erythrogaster neglecta	Copperbelly Water Snake	PS:LT	SE	G5T3	S2
Ophedrys aestivus	Rough Green Snake		SSC	G5	S3
Terrapene carolina carolina	Eastern Box Turtle		SSC	G5T5	S3
Bird					
Ammodramus henslowii	Henslow's Sparrow		SE	G4	S3B
Ardea herodias	Great Blue Heron			G5	S4B
Buteo lineatus	Red-shouldered Hawk		SSC	G5	S3

Indiana Natural Heritage Data Center
Division of Nature Preserves
Indiana Department of Natural Resources
This data is not the result of comprehensive county surveys.

Fed: LE = Endangered; LT = Threatened; C = candidate; PDL = proposed for delisting
State: SE = state endangered; ST = state threatened; SR = state rare; SSC = state species of special concern; SX = state extirpated; SG = state significant; WL = watch list
GRANK: Global Heritage Rank: G1 = critically imperiled globally; G2 = imperiled globally; G3 = rare or uncommon globally; G4 = widespread and abundant globally but with long term concerns; G5 = widespread and abundant globally; G? = unranked; GX = extinct; Q = uncertain rank; T = taxonomic subunit rank
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Indiana County Endangered, Threatened and Rare Species List

County: Washington

Species Name	Common Name	FED	STATE	GRANK	SRANK
Cistothorus platensis	Sedge Wren		SE	G5	S3B
Dendroica cerulea	Cerulean Warbler		SE	G4	S3B
Haliaeetus leucocephalus	Bald Eagle	LT,PDL	SSC	G5	S2
Helmitheros vermivorus	Worm-eating Warbler		SSC	G5	S3B
Tyto alba	Barn Owl		SE	G5	S2
Wilsonia citrina	Hooded Warbler		SSC	G5	S3B
Mammal					
Corynorhinus rafinesquii	Rafinesque's Big-eared Bat		SSC	G3G4	SH
Myotis austroriparius	Southeastern Bat		SSC	G3G4	S1
Myotis lucifugus	Little Brown Bat		SSC	G5	S4
Myotis sodalis	Indiana Bat or Social Myotis	LE	SE	G2	S1
Pipistrellus subflavus	Eastern Pipistrelle		SSC	G5	S4
Taxidea taxus	American Badger		SSC	G5	S2
Vascular Plant					
Aconitum uncinatum	Blue Monkshood		SE	G4	S1
Bacopa rotundifolia	Roundleaf Water-hyssop		ST	G5	S1
Calamagrostis porteri ssp. insperata	Reed Bent Grass		ST	G4T3	S1
Carex straminea	Straw Sedge		ST	G5	S2
Crataegus prona	Illinois Hawthorn		SE	G4G5	S1
Cuscuta cuspidata	Cusp Dodder		SE	G5	S1
Diervilla lonicera	Northern Bush-honeysuckle		SR	G5	S2
Eleocharis bifida	Glades spikerush		SE	G3G4	S1
Euphorbia obtusata	Bluntleaf Spurge		SE	G5	S1
Gonolobus obliquus	Angle Pod		SR	G4?	S2
Hexalectris spicata	Crested Coralroot		SR	G5	S2
Juncus secundus	Secund Rush		SE	G5?	S1
Lathyrus venosus	Smooth Veiny Pea		ST	G5	S2
Linum sulcatum	Grooved Yellow Flax		SR	G5	S2
Magnolia acuminata	Cucumber Magnolia		SE	G5	S1
Oenothera triloba	Stemless Evening-primrose		SX	G4	SX
Ophioglossum engelmannii	Limestone Adder's-tongue		SR	G5	S2
Penstemon deamii	Deam Beardtongue		SR	G1	S1
Polygala incarnata	Pink Milkwort		SE	G5	S1
Polypodium polypodioides	Resurrection Fern		SR	G5	S2
Scirpus purshianus	Weakstalk Bulrush		SR	G4G5	S1
Silene regia	Royal Catchfly		ST	G3	S2
Thalictrum pubescens	Tall Meadowrue		ST	G5	S2
Tragia cordata	Heart-leaved Noseburn		WL	G4	S2
Waldsteinia fragarioides	Barren Strawberry		SR	G5	S2
Woodwardia areolata	Netted Chainfern		SR	G5	S2

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Indiana Department of Natural Resources
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Indiana County Endangered, Threatened and Rare Species List

County: Washington

Species Name	Common Name	FED	STATE	GRANK	SRANK
High Quality Natural Community					
Barrens - bedrock limestone	Limestone Glade		SG	G4	S2S3
Barrens - bedrock siltstone	Siltstone Glade		SG	G2	S2
Barrens - chert	Chert Barrens		SG	G2	S1
Forest - upland dry-mesic	Dry-mesic Upland Forest		SG	G4	S4
Forest - upland mesic	Mesic Upland Forest		SG	G3?	S3
Primary - cave aquatic	Aquatic Cave		SG	GNR	SNR
Primary - cliff limestone	Limestone Cliff		SG	GU	S1

Indiana Natural Heritage Data Center
Division of Nature Preserves
Indiana Department of Natural Resources
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Attachment D

Additional Parcel Information



INDIANA DEPARTMENT OF TRANSPORTATION
Driving Indiana's Economic Growth

100 North Senate Avenue
Room N642
Indianapolis, Indiana 46204

PHONE: (317) 232-5005
FAX: (317) 233-3055

Michael R. Pence., Governor
Karl B. Browning, Commissioner

August 29, 2013

MEMORANDUM

TO: Ken McMullen, Environmental Services
THRU: Chris Andrews, Environmental Services
THRU: Ron Bales, Environmental Services
FROM: Steve Catron, Excess Land Team
Real Estate Division

SUBJECT: Request for Archaeological Clearance, Hazardous Waste Survey & CE to Dispose of Excess. This property is EXCESS R/W. The Seymour District has determined the property to be excess.

Project: NH-071-5(010)
Parcel(s): 76A
Code: 3723
County: Washington
Road: SR 135

Expected time of completion of the above activities is October 7, 2013

This Division desires to proceed with the disposal of the subject properties, unless there is some indication that the disposal of this property would not be in the best interest of the State. **Also, please obtain a clearance letter from the Department of Natural Resources, if needed.**



To see all the details that are visible on the screen, use the "Print" link next to the map.



Exhibit "A"

PROJECT STP-141-1(009)
CODE: 3723
PARCEL 76A (EXCESS LAND)

Sheet 4 of 5

A part of the Southwest Quarter of Section 20, Township 2 North, Range 4 East, Washington County, Indiana, being all that part of the grantor's land identified as Parcel No. 76A Excess Land that lies outside the R/W lines depicted upon the Right of Way Parcel Plat for Parcel 76 of INDOT Project STP-141-1(009) and attached as Exhibit "B", described as follows: Commencing at the northeast corner of said quarter section; thence South 1 degree 11 minutes 03 seconds East 334.296 meters (1,096.77 feet) along the east line of said quarter section to the prolonged southern line of the grantor's land; thence North 78 degrees 50 minutes 02 seconds West 75.721 meters (248.43 feet) along said southern line prolonged to the western boundary of S.R. 135; thence North 10 degrees 10 minutes 47 seconds West 2.919 meters (9.58 feet) along the boundary of said S.R. 135; thence North 33 degrees 00 minutes 47 seconds West 24.140 meters (79.20 feet) along said boundary to point "559" as shown on said Exhibit "B"; thence North 6 degrees 13 minutes 13 seconds West 60.283 meters (197.78 feet) along said boundary; thence North 5 degrees 58 minutes 03 seconds East 14.446 meters (47.40 feet) to point "563" as shown on said Exhibit "B"; thence North 5 degrees 58 minutes 03 seconds East 48.205 meters (158.15 feet) along said boundary; thence North 12 degrees 28 minutes 02 seconds West 1.326 meters (4.35 feet) along the boundary of said S.R. 135 to the northeast corner of the grantor's land; thence South 89 degrees 09 minutes 58 seconds West 53.466 meters (175.41 feet) along the north line

This description was prepared for the
Indiana Department of Transportation by Brian K. Woodrow
Indiana Registered Land Surveyor, License Number 29400010, on the 7th day of
June, 2000.



Exhibit "A"

PROJECT STP-141-1(009)
CODE: 3723
PARCEL 76A (EXCESS LAND)

Sheet 5 of 5

of the grantor's land to the point of beginning of this description: thence South 54 degrees 28 minutes 15 seconds West 38.588 meters (126.60 feet) to point "568" as shown on said Exhibit "B"; thence North 36 degrees 27 minutes 37 seconds West 22.914 meters (75.18 feet) to the eastern boundary of Beck's Mill Road and point "567" as shown on said Exhibit "B"; thence North 20 degrees 15 minutes 53 seconds East 3.579 meters (11.74 feet) along the boundary of said Beck's Mill Road to the north line of the grantor's land; thence North 89 degrees 09 minutes 58 seconds East 43.786 meters (143.65 feet) along said north line to the point of beginning and containing 0.0515 hectares (0.127 acres), more or less.


This description was prepared for the
Indiana Department of Transportation by Brian K. Woodrow,
Indiana Registered Land Surveyor, License Number 29400010, on the 7th day of
June, 2000.

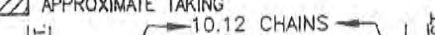


RIGHT OF WAY PARCEL PLAT - PARCEL 76

RIGHT OF WAY PARCEL PLAT - PARCEL 76

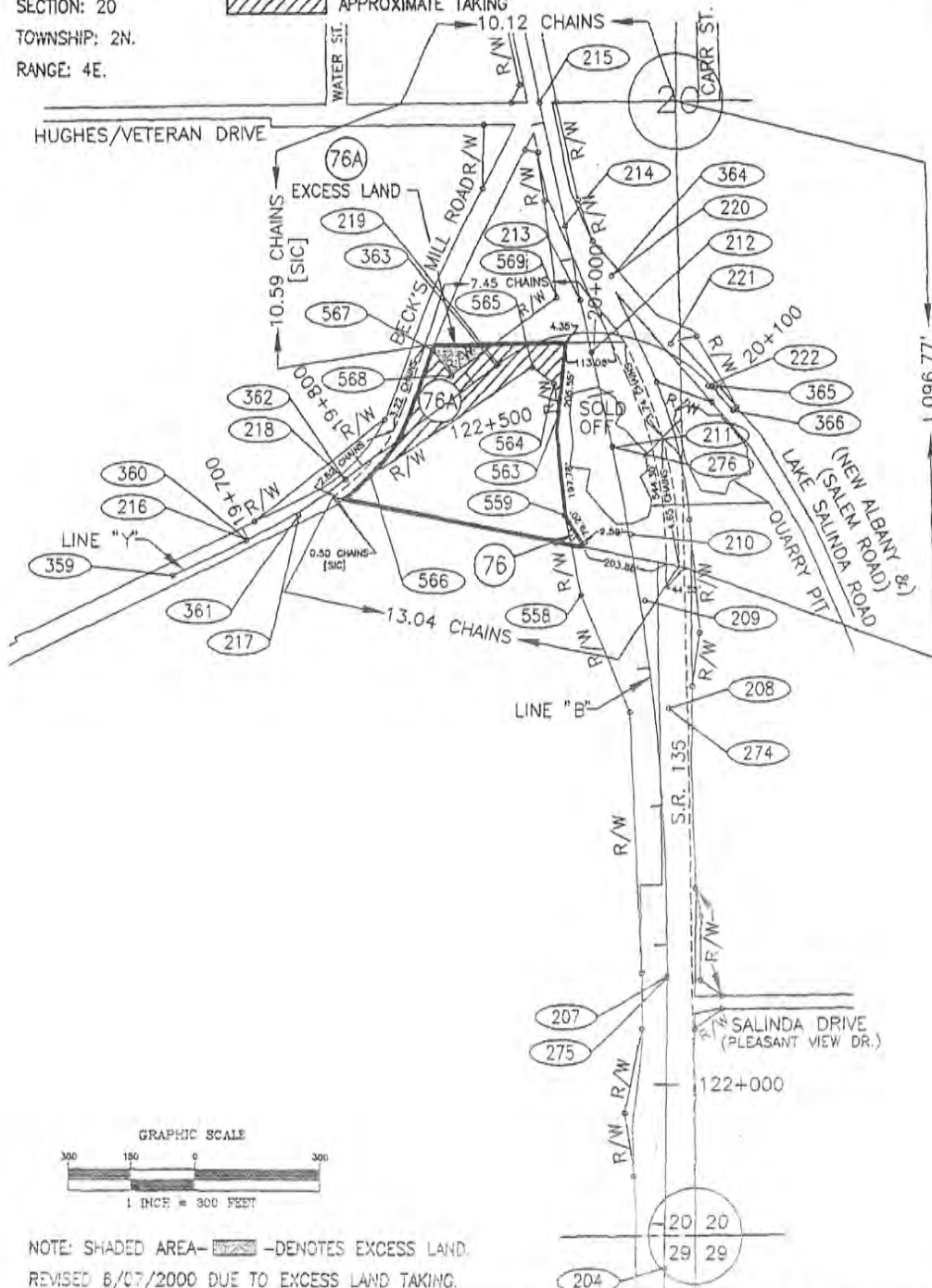
PARCEL: 76 OWNER: WASHINGTON CO. FISH & GAME CLUB, INC. DRAWN BY: B. K. WOODROW 11/30/1999
PROJECT: STP-141-1(009) DEED RECORD R-4, PAGE 104, DATED 11/5/1951 CHECKED BY: B. K. WOODROW 11/30/1999
ROAD: S.R. 135 DEED RECORD X-5, PAGE 111, DATED 5/7/1969 CODE: 3723 DES. NO. 9803201
COUNTY: WASHINGTON
SECTION: 20
TOWNSHIP: 2N.
RANGE: 4E.

 HATCHED AREA IS THE APPROXIMATE TAKING





HATCHED AREA IS THE APPROXIMATE TAKING



NOTE: SHADED AREA- -DENOTES EXCESS LAND.
REVISED 6/07/2000 DUE TO EXCESS LAND TAKING.

THIS PLAT WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDEER'S OFFICE AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY. DIMENSIONS SHOWN ARE FROM THE ABOVE LISTED RECORD DOCUMENTS. THE SURVEY LINES HAVE STATIONS THAT ARE LAB 50 AND 100 FEET AND 200 FEET DIMENSIONS WITH AN AC 100 FEET.

**DYNAMIC
DESIGN, INC.**

WORK ROW 20001-7
DWG: 0000070
SWT

On 22

MARCIA D. BROWN

9P

WASHINGTON CO. RECORDER

MDB Date 07/05/2001 Time 13:40:59

I 20014020

Page 1 of 9

Form WD-1
8/98

WARRANTY DEED

Project: STP-141-1(009)

Code: 3723 ✓✓

Parcel: 76, 76A, & 76A EXCESS LAND ✓✓

Page: 1 of 2

THIS INDENTURE WITNESSETH, That Washington County Fish and Game Club, Inc.

the Grantor(s), of Washington County, State of Indiana Convey(s) and Warrant(s) to
the STATE OF INDIANA, the Grantee, for and in consideration of the sum of One Hundred Three Thousand
Four Hundred Six

Dollars (\$ 103,406.00) (of which said sum \$ 103,206.00 represents land and
improvements acquired and \$ 200.00 represents damages) and other valuable consideration, the
receipt of which is hereby acknowledged, certain Real Estate situated in the County of Washington, State
of Indiana, and being more particularly described in the legal description attached hereto as Exhibit "A" and depicted upon
the Right of Way Parcel Plat attached hereto as Exhibit "B," both of which exhibits are incorporated herein by reference.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantor(s) hereby specifically acknowledge(s) and agree(s) that the Real Estate conveyed herein is conveyed in
fee simple and that no reversionary rights whatsoever shall remain with the Grantor(s), or any successors in title to the
abutting lands of the Grantor(s), notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use,
conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any
right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant
running with the land and shall be binding upon the Grantor(s) and all successors and assigns.

Interests in land acquired by the Indiana
Department of Transportation
Grantee mailing address:
100 North Senate Avenue
Indianapolis, IN 46204-2219
I.C. 8-23-7.31

This Instrument Prepared By [Signature]
Attorney at Law

REVISED 6/07/2000 DUE TO EXCESS LAND. Paid by Warrant No. 17132839

Dated 6-5-01

TRANSACTION EXEMPT FROM SALES
DISCLOSURE REQUIREMENTS UNDER
IC6-1.1-5.5

DULY ENTERED FOR TAXATION SUBJECT
FINAL ACCEPTANCE FOR TRANSFER THIS

Approved
Cartography

5 DAY OF July 2001 by CK 13-20
BY [Signature] 7-5-01 P#H15
AUDITOR WASHINGTON COUNTY Date

The undersigned persons executing this deed represent and certify on behalf of the Grantor, that he/she is a duly elected officer of the Grantor and has been duly empowered by proper resolution, or the by-laws of the Grantor, to execute and deliver this deed; that the Grantor is a corporation in good standing in the State of its origin and, where required, in the State where the subject real estate is situate; that the Grantor has full corporate capacity to convey the real estate described; and that all necessary corporate action for the making of this conveyance has been duly taken.

Project: STP-141-1(009)

Code: 3723

Parcel: 76, 76A, & 76A EXCESS LAND

Page: 2 of 2

IN WITNESS WHEREOF, the said Grantor(s) have executed this instrument this 28th day of

March, 2001.

Signature	<u>Gary Sabens Pres.</u> (Seal)	Signature	<u>Charles W. Hamilton Treasurer</u> (Seal)
Printed Name	Gary Sabens, President	Printed Name	Charles W Hamilton, Treasurer
Signature	<u>Charles Brewer</u> (Seal)	Signature	<u>Gary Beebe</u> (Seal)
Printed Name	Charles Brewer Board Member	Printed Name	Gary Beebe Board Member
Attest		Attest	

STATE OF Indiana :

SS:

COUNTY OF Washington :

Before me, a Notary Public in and for said State and County, personally appeared Gary Sabens, President; Charles W Hamilton Treasurer; Charles Brewer, Board Member; Gary Beebe Board Member the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be their voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 28th day of March, 2001.

Brian C Reske

Printed Name

My Commission expires

I am a resident of _____ County.

REVISED 6/07/2000 DUE TO EXCESS LAND.

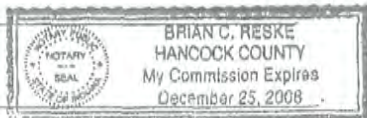


Exhibit "A"

PROJECT STP-141-1(009)
CODE: 3723
PARCEL 76 (FEE SIMPLE)

Sheet 1 of 5

A part of the Southwest Quarter of Section 20, Township 2 North, Range 4 East, Washington County, Indiana, being all that part of the grantor's land identified as Parcel No. 76 that lies within the R/W lines depicted upon the Right of Way Parcel Plat for Parcel 76 of INDOT Project STP-141-1(009) and attached as Exhibit "B", described as follows: Commencing at the northeast corner of said quarter section; thence South 1 degree 11 minutes 03 seconds East 334.296 meters (1,096.77 feet) along the east line of said quarter section to the prolonged southern line of the grantor's land; thence North 78 degrees 50 minutes 02 seconds West 75.721 meters (248.43 feet) along said southern line prolonged to the western boundary of S.R. 135 and the point of beginning of this description; thence North 78 degrees 50 minutes 02 seconds West 9.211 meters (30.22 feet) along said southern line; thence North 12 degrees 14 minutes 57 seconds West 21.829 meters (71.62 feet) to the southwestern boundary of said S.R. 135 and point "559" as shown on said Exhibit "B"; thence South 33 degrees 00 minutes 47 seconds East 24.140 meters (79.20 feet) along the boundary of said S.R. 135; thence South 10 degrees 10 minutes 47 seconds East 2.919 meters (9.58 feet) along said boundary to the point of beginning and containing 0.0106 hectares (0.026 acres), more or less.

This description was prepared for the
Indiana Department of Transportation by Brian K. Woodrow,
Indiana Registered Land Surveyor, License Number 29400010, on the 7th day of
June, 2000.



REVISED 6/07/2000 DUE TO EXCESS LAND.

Exhibit "A"

PROJECT STP-141-1(009)
CODE: 3723
PARCEL 76A (FEE SIMPLE)

Sheet 2 of 5

A part of the Southwest Quarter of Section 20, Township 2 North, Range 4 East, Washington County, Indiana, being all that part of the grantor's land identified as Parcel No. 76A that lies within the R/W lines depicted upon the Right of Way Parcel Plat for Parcel 76 of INDOT Project STP-141-1(009) and attached as Exhibit "B", described as follows: Commencing at the northeast corner of said quarter section; thence South 1 degree 11 minutes 03 seconds East 334.296 meters (1,096.77 feet) along the east line of said quarter section to the prolonged southern line of the grantor's land; thence North 78 degrees 50 minutes 02 seconds West 75.721 meters (248.43 feet) along said southern line prolonged to the western boundary of S.R. 135; thence North 10 degrees 10 minutes 47 seconds West 2.919 meters (9.58 feet) along the boundary of said S.R. 135; thence North 33 degrees 00 minutes 47 seconds West 24.140 meters (79.20 feet) along said boundary to point "559" as shown on said Exhibit "B"; thence North 6 degrees 13 minutes 13 seconds West 60.283 meters (197.78 feet) along said boundary; thence North 5 degrees 58 minutes 03 seconds East 14.446 meters (47.40 feet) to point "563" as shown on said Exhibit "B" and the point of beginning of this description: thence North 10 degrees 55 minutes 23 seconds West 20.007 meters (65.64 feet) to point "564" as shown on said Exhibit "B"; thence North 53 degrees 00 minutes 11 seconds West 20.236 meters (66.39 feet) to point "565" as shown on said Exhibit "B"; thence South 56 degrees 50 minutes 58 seconds West 142.081 meters (466.15 feet) to the southeastern boundary of Beck's Mill Road and point "566" as shown on said Exhibit "B"; thence along the boundary of said Beck's Mill Road Southwesterly 25.788 meters (84.61 feet) along an arc to the right and having a radius of 128.016 meters (420.00 feet) and subtended by a long chord having a bearing of South 50 degrees 02 minutes 45 seconds West and a

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June, 2000.

REVISED 6/07/2000 DUE TO EXCESS LAND.



Exhibit "A"

PROJECT STP-141-1(009)
CODE: 3723
PARCEL 76A (FEE SIMPLE)

Sheet 3 of 5

length of 25.744 meters (84.46 feet) to the southern line of the grantor's land; thence North 78 degrees 50 minutes 02 seconds West 8.789 meters (28.84 feet) along said southern line to the center line of said Beck's Mill Road; thence along said center line Northeasterly 81.855 meters (268.55 feet) along an arc to the left and having a radius of 121.920 meters (400.00 feet) and subtended by a long chord having a bearing of North 39 degrees 29 minutes 14 seconds East and a length of 80.326 meters (263.54 feet); thence North 20 degrees 15 minutes 13 seconds East 45.610 meters (149.64 feet) along said center line; thence North 20 degrees 15 minute 53 seconds East 3.889 meters (12.76 feet) along said center line to the north line of the grantor's land; thence North 89 degrees 09 minutes 58 seconds East 6.534 meters (21.44 feet) along said north line to the eastern boundary of said Beck's Mill Road; thence South 20 degrees 15 minutes 53 seconds West 3.579 meters (11.74 feet) along the boundary of said Beck's Mill Road to point "567" as shown on said Exhibit "B"; thence South 36 degrees 27 minutes 37 seconds East 22.914 meters (75.18 feet) to point "568" as shown on said Exhibit "B"; thence North 54 degrees 28 minutes 15 seconds East 38.588 meters (126.60 feet) to the north line of the grantor's land; thence North 89 degrees 09 minutes 58 seconds East 53.466 meters (175.41 feet) along said north line to the western boundary of said S.R. 135; thence South 12 degrees 28 minutes 02 seconds East 1.326 meters (4.35 feet) along the boundary of said S.R. 135; thence South 5 degrees 58 minutes 03 seconds West 48.205 meters (158.15 feet) along said boundary to the point of beginning and containing 0.4939 hectares (1.220 acres), more or less, inclusive of the presently existing right-of-way which contains 0.0800 hectares (0.197 acres), more or less, for a net additional taking of 0.4139 hectares (1.023 acres), more or less.

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June, 2000.

REVISED 6/07/2000 DUE TO EXCESS LAND.



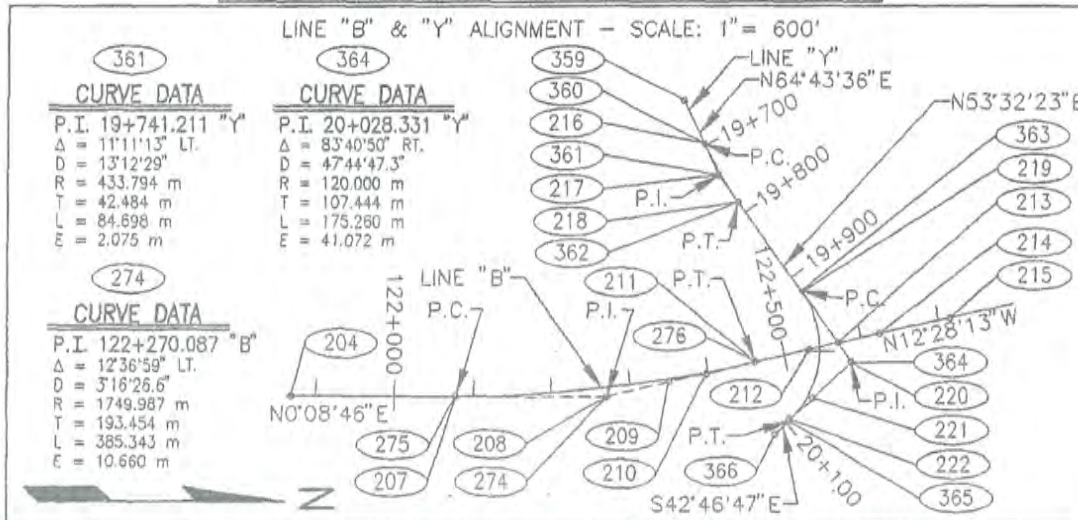
EXHIBIT "B"

RIGHT OF WAY PARCEL PLAT - PARCEL 76

POINT REFERENCE CHART IN (METERS)

POINT	CENTERLINE	STATION	OFFSET	NORTHING	EASTING
274	B	P.I. 122+270.087		71185.643	62403.765
275	B	122+076.634	0.000	70992.190	62403.272
276	B	122+461.977	0.000	71374.533	62361.992
359	Y	19+640.000	0.000	71282.520	62038.886
360	Y	19+698.727	0.000	71307.592	62091.992
361	Y	P.I. 19+741.211		71325.730	62130.409
362	Y	19+783.425	0.000	71350.977	62164.578
363	Y	19+920.887	0.000	71432.666	62275.134
364	Y	P.I. 20+028.331		71496.516	62361.548
365	Y	20+096.147	0.000	71417.655	62434.523
366	Y	20+120.000	0.000	71400.148	62450.723
558	B	122+360.000	-42.000	71267.711	62339.632
559	B	122+420.315	-44.189	71325.239	62327.142
563	B	122+495.000	-33.540	71399.535	62322.112
564	B	122+515.000	-33.000	71419.179	62318.321
565	Y	19+945.000	15.000	71431.357	62302.159
566	Y	19+800.000	8.910	71353.661	62183.204
567	Y	19+890.000	-36.914	71444.000	62228.356
568	Y	19+890.000	-14.000	71425.571	62241.973
569	B	122+575.444	-17.563	71481.531	62320.342
204	SEE ROUTE SURVEY PLAT (INSTR. #98005502 - REC. 9/21/98)				
207	SEE ROUTE SURVEY PLAT (INSTR. #98005502 - REC. 9/21/98)				
208	SEE ROUTE SURVEY PLAT (INSTR. #98005502 - REC. 9/21/98)				
209	SEE ROUTE SURVEY PLAT (INSTR. #98005502 - REC. 9/21/98)				
210	SEE ROUTE SURVEY PLAT (INSTR. #98005502 - REC. 9/21/98)				
211	SEE ROUTE SURVEY PLAT (INSTR. #98005502 - REC. 9/21/98)				
212	SEE ROUTE SURVEY PLAT (INSTR. #98005502 - REC. 9/21/98)				
213	SEE ROUTE SURVEY PLAT (INSTR. #98005502 - REC. 9/21/98)				
214	SEE ROUTE SURVEY PLAT (INSTR. #98005502 - REC. 9/21/98)				
215	SEE ROUTE SURVEY PLAT (INSTR. #98005502 - REC. 9/21/98)				
216	SEE ROUTE SURVEY PLAT (INSTR. #98005502 - REC. 9/21/98)				
217	SEE ROUTE SURVEY PLAT (INSTR. #98005502 - REC. 9/21/98)				
218	SEE ROUTE SURVEY PLAT (INSTR. #98005502 - REC. 9/21/98)				
219	SEE ROUTE SURVEY PLAT (INSTR. #98005502 - REC. 9/21/98)				
220	SEE ROUTE SURVEY PLAT (INSTR. #98005502 - REC. 9/21/98)				
221	SEE ROUTE SURVEY PLAT (INSTR. #98005502 - REC. 9/21/98)				
222	SEE ROUTE SURVEY PLAT (INSTR. #98005502 - REC. 9/21/98)				

NOTE: STATIONS & OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS AND DISTANCES. THE COORDINATE & BEARING SYSTEMS USED ON THIS CHART ARE THE SAME SYSTEMS USED ON THE ROUTE SURVEY PLAT IN INSTR. #98005502.



SURVEYOR'S STATEMENT

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT, TOGETHER WITH THE "LOCATION CONTROL ROUTE SURVEY PLAT" RECORDED SEPTEMBER 21, 1998 AS INSTRUMENT #98005502 IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, INDIANA (INCORPORATED AND MADE A PART HEREOF BY REFERENCE) COMPRISE A ROUTE SURVEY EXECUTED IN ACCORDANCE WITH INDIANA ADMINISTRATIVE CODE 865 IAC 1-12. ("RULE 12").

JOB# 99001-R
 designed: BKW
 drawn: BKW
 checked: BKW
 scale: 1"=600'
 date: 1/20/2000

DYNAMIC
 DESIGN, INC.

2245 N. 1050 E.
 Ellettsville, IN 47111
 (317) 482-8850

PATH: C:\WORK\ROW\99001-R
 DWG: ROWPPT6

SHEET:

2 OF 2



CODE NO. 3723
DES. NO. 9803201

PROJECT NO. ~~STP-141-1(000)~~ P.E.

STP-141-1 (009) R/W

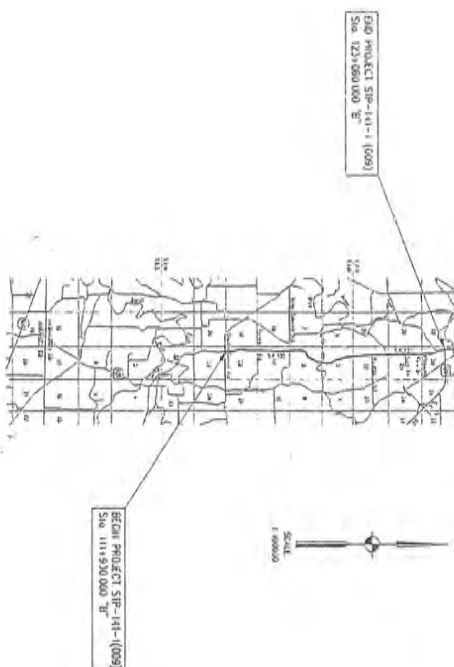
~~STP-141-1 (008) - CONST.~~

cross section = 11.95 m

100% Credit : 6.000

Product description

Road RPA ACCESSION AND RECOLLECTION BEGINNING AT A POINT APPROXIMATELY 65 m NORTH OF SHAW'S CREEK ROAD AND APPROXIMATELY 55 m WEST OF CRANBURY S.R. 035 AND CONTINUING HIGHWAYED FOR A DISTANCE OF 11130 km TO A POINT ON S.R. 125 APPROXIMATELY 80 m NORTH OF S.R. 60 IN STATE TALL LOCKER IN SECTION 29 T7, R 8 AND S 1-4-N 8-4-E. IN REFERENCE TOWNSHIP AND SECTIONS J2, 29, AND N1, 1-2-N 8-4-E. IN DISSEMINATION TOWNSHIP, WASHINGTON COUNTY, MINNESOTA.



PROJECT LOCATION SHOWN BY -



APPROVED: *[Signature]* 2-2-80
SAC, DIVISION OF CONSPIRACIES
RECORDED &
FOR APPROVAL
[Signature] 2-2-80
SAC, NEW YORK OFFICE

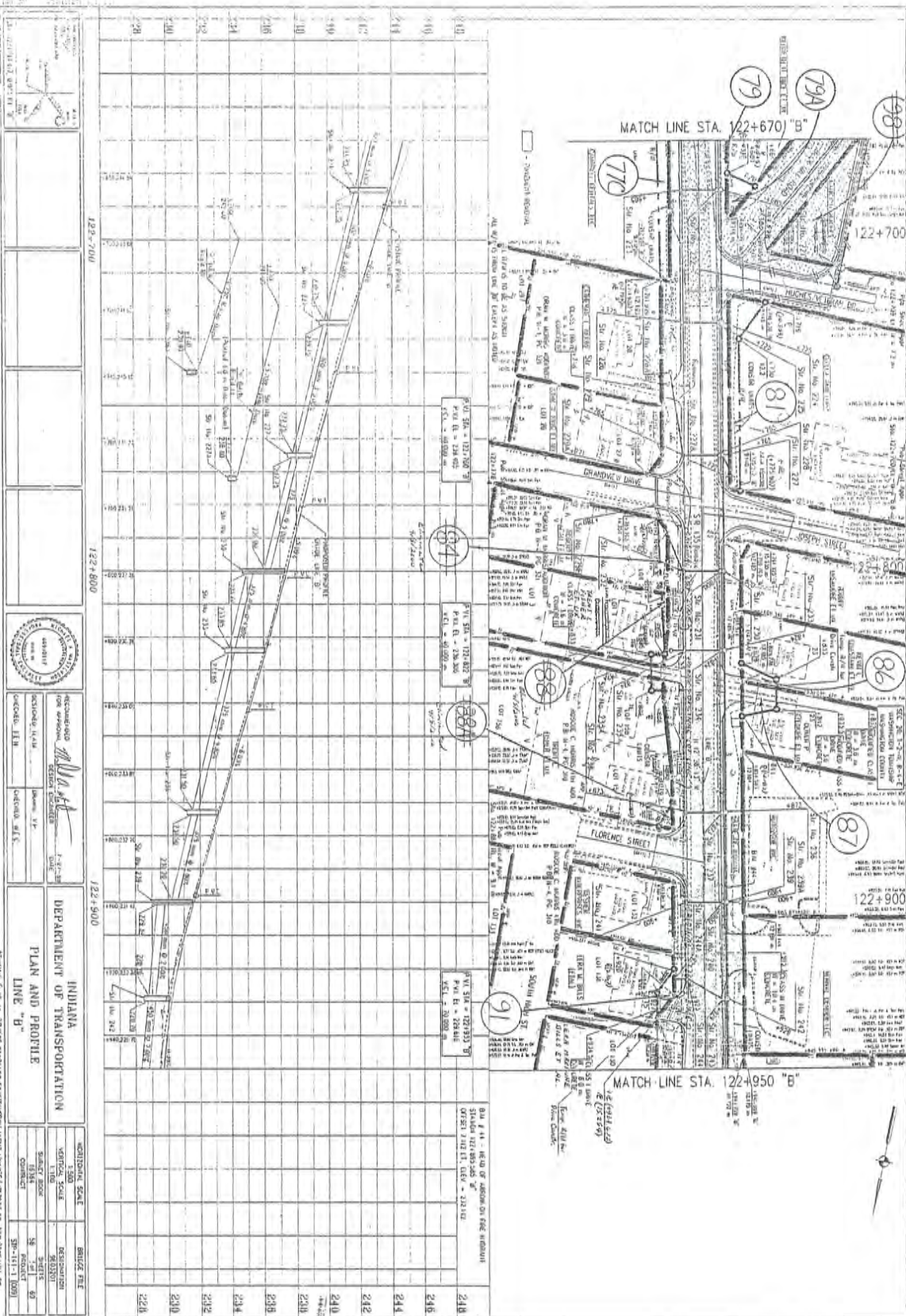
PREPARED BY: CrossRoad Engineers, PC (301) 700-1555
 PROJECT NUMBER: 1-21-9-
 CERTIFIED BY: Walt E. Charles, P.E. DATE:

[illegible]

For information, contact the
NORTH HILLS RANCH REASON.

[illegible][illegible]

Wishawood: increased proposed R20 on parcel 95 and added Temp. R20 for each remaining on parcel 95.1. Per D. K. Wishawood



For any and all purposes, the property lines shown on this plan are to be taken as correct and no objection shall be made to the same.

STATE OF INDIANA
DEPARTMENT OF TRANSPORTATION

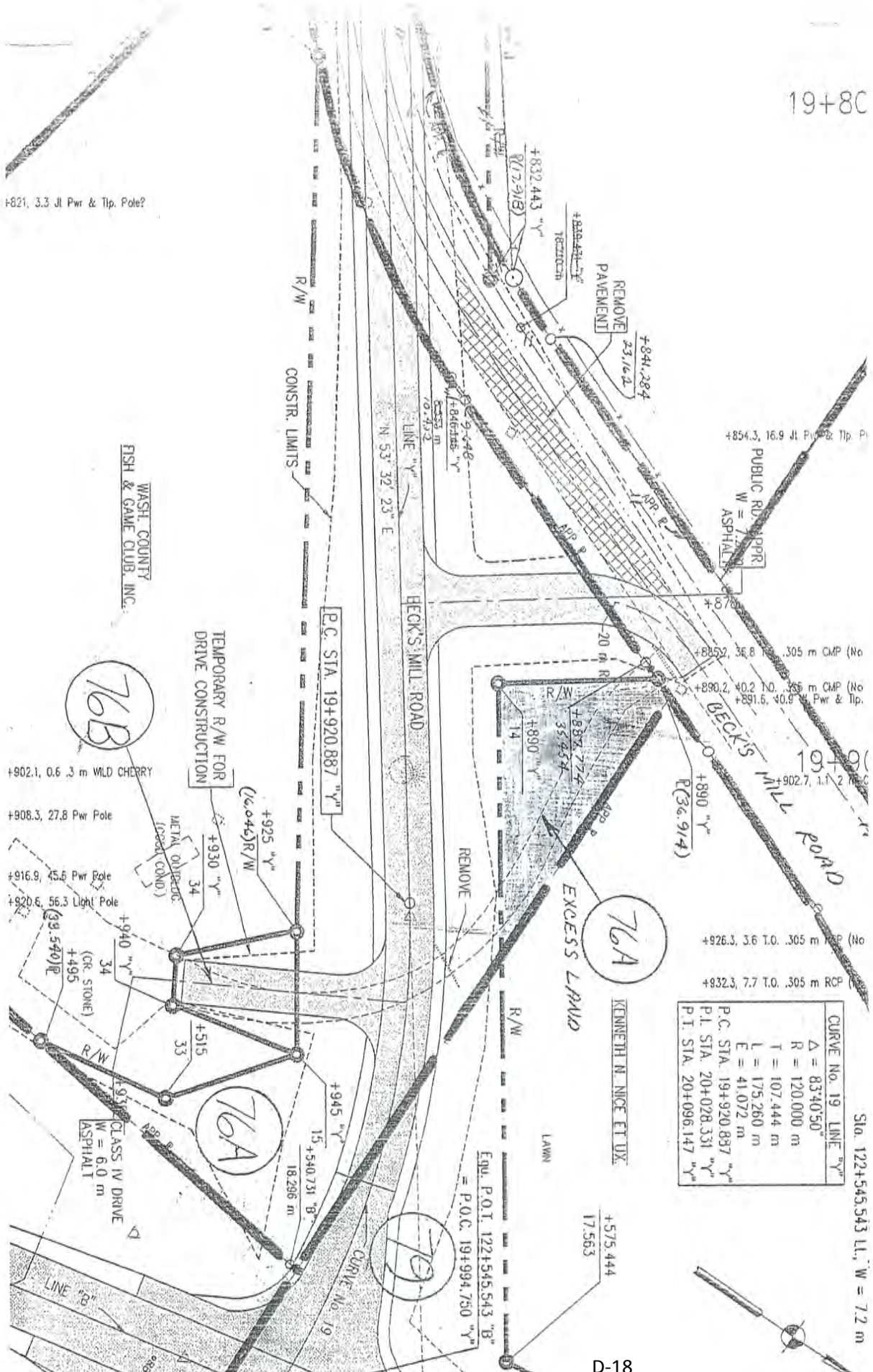
CODE NO. 3125

INDIANA
 DEPARTMENT OF TRANSPORTATION
 RECORDS SECTION
 PROJECT NO. 122-100
 SHEET NO. 122-100-1
 DATE: 12-1-1960
 BY: [Signature]
 CHECKED: [Signature]
 DESIGNED: [Signature]

PLAN AND PROFILE		VERTICAL SCALE		HORIZONTAL SCALE	
PLAN	1" = 100'	VERTICAL	1" = 10'	HORIZONTAL	1" = 100'
PROFILE	1" = 10'	VERTICAL	1" = 10'	HORIZONTAL	1" = 100'
PLAN	1" = 100'	VERTICAL	1" = 10'	HORIZONTAL	1" = 100'
PROFILE	1" = 10'	VERTICAL	1" = 10'	HORIZONTAL	1" = 100'

19+80

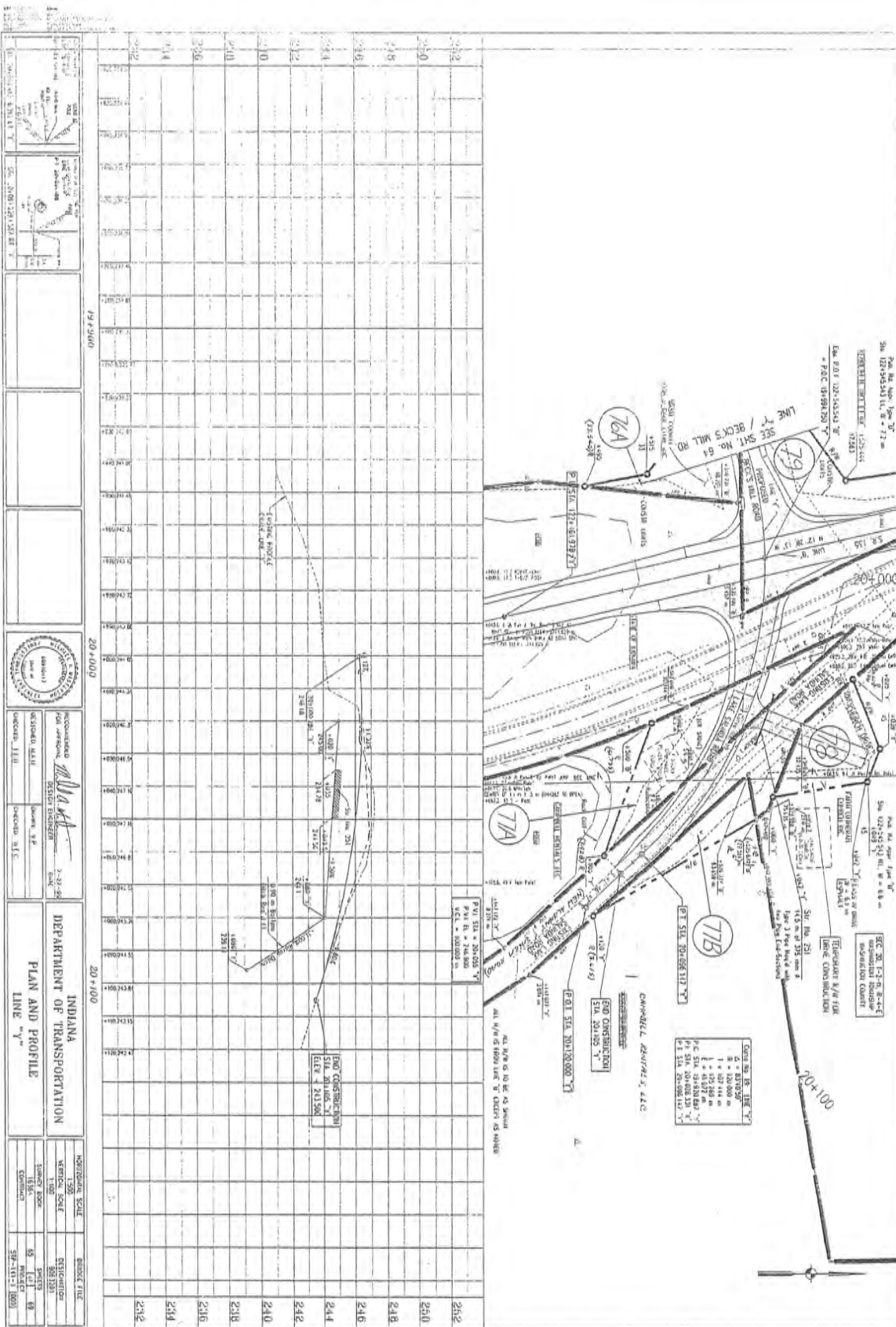
+821, 3.3 Jt Pwr & Tlp. Pole?

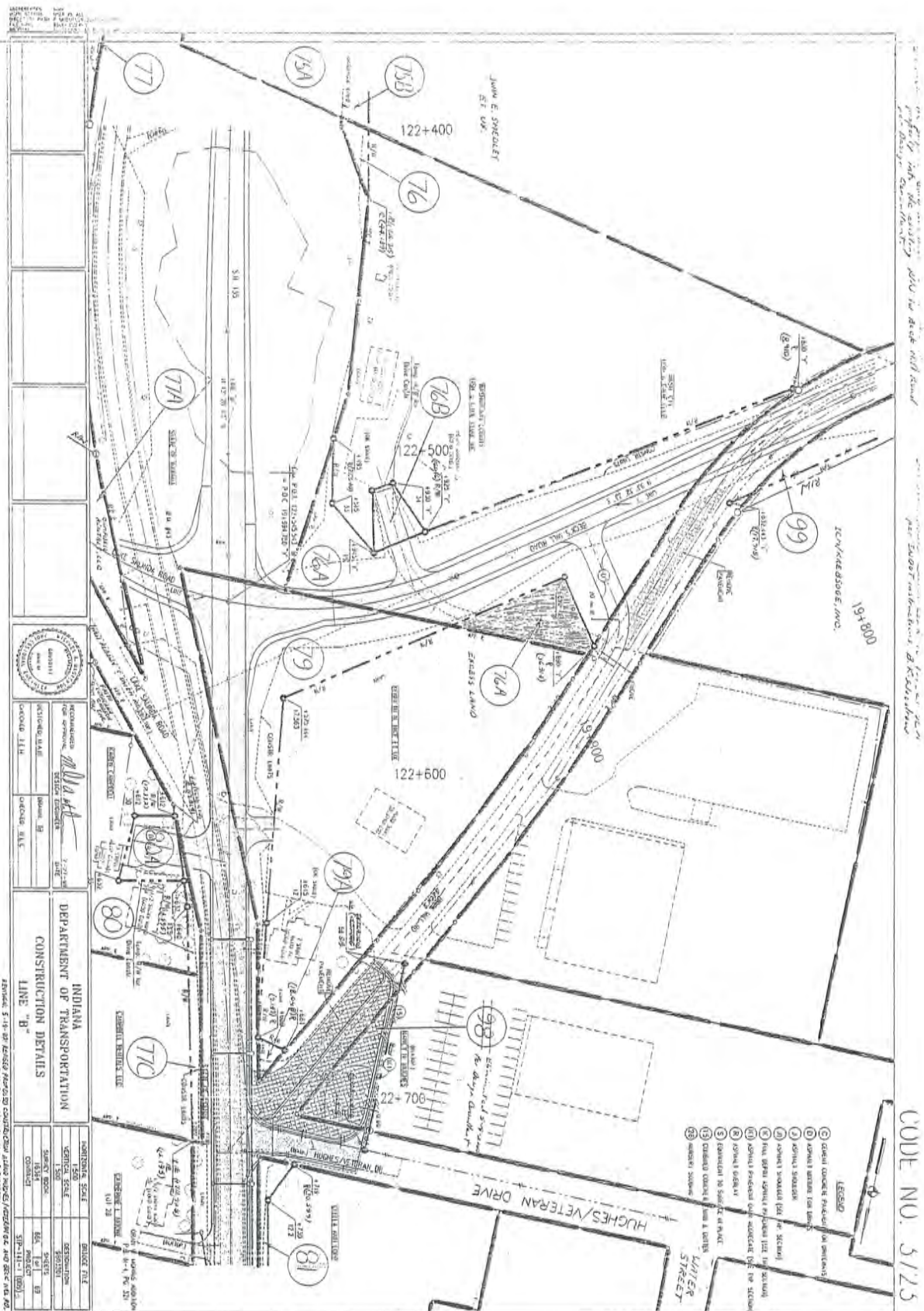


CURVE NO.	19	LINE "Y"
Δ	83.4050°	
R	120.000 m	
T	107.444 m	
L	175.260 m	
E	41.072 m	
P.C. STA.	19+920.887	"Y"
P.L. STA.	20+028.331	"Y"
P.T. STA.	20+096.147	"Y"

Sta. 122+545.543 LL, W = 7.2 m

CODE NO. 5725





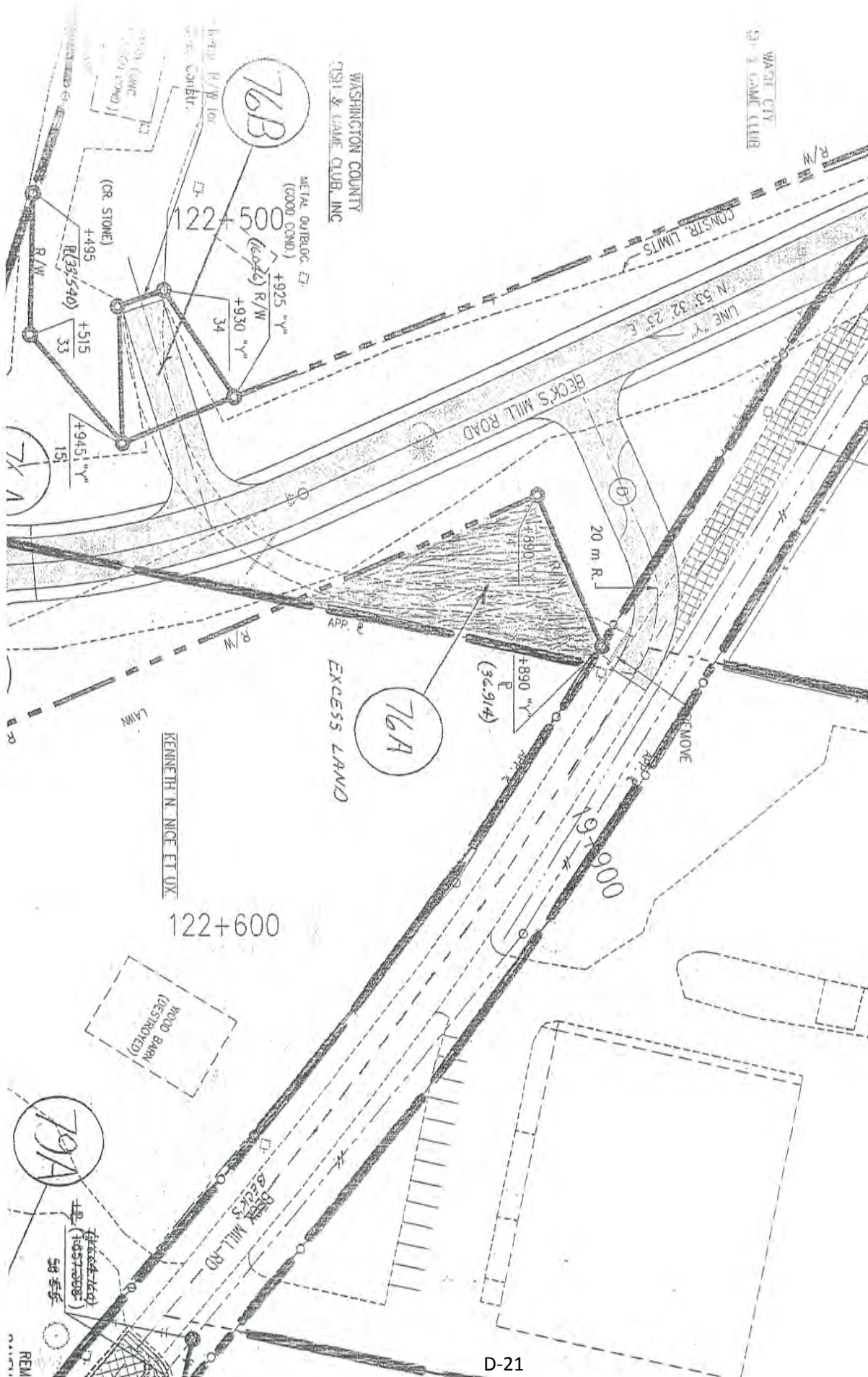


EXHIBIT D

Hold Harmless Affidavit

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

Comes now the Affiant(s), _____, and swear and affirm to the following:.

- 1) That the above Affiant(s) shall **hold harmless and indemnify** the State of Indiana and its agent Indiana Department of Transportation and accept the property transfer through Quit Claim Deed without any Warrants and receive property As-Is.

SUBSCRIBED AND SWORN TO THIS _____ DAY OF _____, 20__.

Affiant's printed name

Affiant's signature

State of Indiana)
) SS:
County of _____)

Subscribed and sworn to before me a Notary Public this _____ day of _____, 20__.

Notary Public

A Resident of _____ County Indiana
My Commission expires: _____